TASK ORDER NUMBER: **G S-P-11-11-MK-0002**

SERVICE: **BUILDING OPERATIONS AND MAINTENANCE SERVICES**

LOCATION(S): **Food and Drug Administration (FDA) White Oak Campus, Silver Spring, MD**

REVISION DATE: 9-20-2018

SOLICITATION TABLE OF CONTENTS

(Sections A through M)

A. SOLICITATION/CONTRACT FORM

SF18 IS THE FORM TO BE USED, NOT THE SF1449 AS THE AWARD WILL BE A TASK ORDER OFF OF THE DOE IDIQ CONTRACT.

B. SERVICES, ORDERING AND PRICES

SAMPLE OFFER PRICING WORKSHEET

OFFER SHEET

NOTE: *In the space provided below, quote a price for furnishing all management, supervision, labor, materials and equipment for the following services*

ITEM	DESCRIPTION	UNIT	PRICE Base Period 12-months	PRICE 1st Option/Renewal Period 1 Year	PRICE 2nd Option/Renewal Period 1 Year	PRICE 3rd Option/Renewal Period 1 Year	PRICE 4th Option/Renewal Period 1 Year	TOTAL CONTRACT PRICE
0001 **[A11]**	**Standard Services:** Operations and Maintenance and related services	$_____ (per month)	$_____	$_____	$_____	$_____	$_____	$_____
0002 **[A12]**	**Standard Services:** Building systems operations and maintenance services	$_____ (per month)	$_____	$_____	$_____	$_____	$_____	$_____
0003 **[A13]**	**Standard Services:** Elevator maintenance services	$_____ (per month)	$_____	$_____	$_____	$_____	$_____	$_____
0004	**Reimbursable Work Order Hourly Rates:** Productive Supervisory	Hourly rates are proposed only once. **FAR 52.222-43 is not applicable under the GSA Task Orders of the DOE ESPC IDIQ.**	$_____/hour $_____/hour	$_____/hour $_____/hour				

DEFINITION: REIMBURSABLE WORK ORDER HOURLY RATES

Quote a price per man-hour for providing Reimbursable Work Order services when ordered that are in addition to the services specified herein for the standard services. This services provision is intended to be used to satisfy the Government's short term non recurring needs for services. Orders for reimbursable work up to $2,500 may be placed orally, and processed using a GSA credit card or GSA Visa Checks. Orders that exceed $2,500 may be placed or confirmed by issuance of a GSA Form 300, Order for Supplies or Services. The GSA Form 300 will describe the service to be provided and will establish, excluding emergencies, the maximum number of hours for which the Contractor will be compensated. Orders paid for by a GSA VISA card may not exceed the cardholder's single purchase limit. Individual orders for service calls involving more than 40 man-hours will only be issued with the Contractor's agreement. There is no limit (either by number or dollar) on reimbursable work order tickets. If repair work order tickets are above the $2,500.00, the repair threshold process will be triggered and as negotiated, a separate task order may be issued under the GSA IDIQ O&M contract vehicle which supplements this DOE ESPC IDIQ task order award.

C. DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

C.1 OBJECTIVES

This is a Performance-Based Statement of Work (PBSOW) for ESPC III. As a performance-based contract, the requirements are stated in terms of desired results with associated quality standards.

The Contractor shall (at a minimum) –

1. Make the management and operational decisions to meet the quality standards required under this contract.
2. Use innovation, technology and other means and methods to develop and perform the most efficient operations and maintenance services for the buildings, consistent with building operational requirements.
3. Implement an effective Quality Control Plan (QCP).
4. Implement an effective service call system, as specified under the Special Requirements, section of this contract that results in prompt, professional, and courteous resolution of tenant concerns.
5. Keep the Contracting Officer Representative (COR) informed of current status of the work being performed, provide work schedules and provide other pertinent information needed by the COR.
6. Reduce the environmental impact of work performed under this contract by using, to the maximum extent, environmentally sound practices, processes, and products.

C.1.1 SCOPE OF WORK

The Contractor shall provide management, administrative, subcontracts, reimbursable buildings alterations, supervision, labor, materials, equipment, and supplies, and shall be responsible for the efficient, economical, and satisfactory operation, maintenance, and repair of equipment and systems located within the buildings listed in Section J. Exhibit 2, Building Information Sheet on the main FDA Campus of the FDA Consolidation Project at the Federal Research Center at White Oak, excluding Building 130 and the Admiral's Houses**,** to include,:

1. Electrical systems and equipment;
2. Mechanical systems and equipment;
3. Plumbing and sewerage systems and equipment;
4. Storm drainage equipment and systems, excluding bio and water retention ponds;
5. Interior and exterior lighting systems, including lamp and ballast replacement;
6. Fire Protection systems and equipment with fire alarm systems coordinated with GSA Fire Alarm;
7. Control Systems controlling all systems which themselves are within the scope;

8. Uninterruptable power systems (UPS), providing power to building emergency circuits, building controls and other base building GSA equipment. FDA owned, including security and data center, and all personal UPS will be handled as a reimbursable item in this contract.
9. Power to the computer center is included; additional items in the data center are on a reimbursable basis.
10. Emergency Power Generators;
11. Architectural and Structural systems, fixtures, structures and equipment within the buildings listed in Section J. Exhibit 2, Building Information Sheet.
12. Laboratory cabinets, countertops and sink repairs.
13. Service call desk operations, to include record keeping using the NCR regional computerized maintenance management system;
14. Maintenance of Landscape Irrigation Systems pumps within buildings
15. Mechanical equipment for window washing (wall glider, tracks, and associated equipment);
16. Maintain/Repair restroom accessories and toilet partitions including paper and soap dispensing equipment in restrooms;
17. All Central Plant equipment;
18. Maintain, repair and monitor fuel tanks and underground storage tanks including Veeder Root monitoring system;
19. Maintain and repair radon mitigation equipment;
20. Elevator/vertical transportation systems (except locks, keycard systems, static and dynamic bollard systems, which are included in the scope).
21. Underground Utility Systems servicing the buildings listed in Section J. Exhibit 2, Building Information Sheet, including domestic potable water, natural gas, electricity, chilled and hot water and sewer, steam and condensate systems. See Section J, Exhibit 4.
22. Dock levelers

Additional Services may be ordered at the discretion of the Government for work relating to the OM&R or upgrade of the covered facilities, but not covered in the Basic Services of the contract, as described herein.

Excluded from the scope are:

1. Security Systems;
2. Telecommunication Systems;
3. Equipment owned and operated by tenant agencies; including printing plant equipment, computers, laboratory equipment, mail handling equipment, special purpose incinerators, office machines, personally owned appliances, paper shredders and pulpers, cardboard bailers, and waste dumpsters and compactors
4. Furnishings (not installed as fixtures);
5. Kitchen equipment (but ductwork above the ceiling, grease traps with associated piping, any fire suppression, or fire alarm equipment independent of the main fire alarm

notification system, and coffee counter type equipment not associated with a concessionaire, are included in the scope);

6. Equipment owned by servicing public utilities;
7. Upgrade of software or software licenses (to include BAS and CMMS);
8. Landscape irrigation systems except pumps;
9. Daycare center playground equipment (all facilities equipment associated with a daycare center is included to the extent similar equipment is included for the main facility);
10. Signage, plaques, bulletin boards, displays and art;
11. Fences.

All work must conform to the Public Buildings Service Operations and Maintenance Standards.

C.2 DEFINITIONS

Additional Definitions can be found in Section J, Exhibit 3.

C.2.1 ACCEPTANCE

"Acceptance" means an authorized representative of the Government has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements.

C.2.2 APPROVAL

"Approval" means the Government has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract or contract requirements.

C.2.3 ARCHITECTURAL AND STRUCTURAL

All building systems customarily included in CSI Divisions 2,3,4,5,6,7,8,9,10,13, to include building core and shell, building improvements and finishes, and exterior site improvements (e.g., paving, walkways, exterior lighting, etc.), but excluding equipment owned and operated by tenant agencies or concessions contractors unless indicated otherwise.

C.2.4 BASIC SERVICES

The Basic Services of the contract consist of the recurring contract requirements for which the Contractor is paid as a base price, i.e., the requirements established by the contract statement of work and related general and administrative requirements which do not contain provisions for separate reimbursement. Indefinite Quantity requirements (Additional Services and Reimbursable Repairs) are requirements outside of Basic Services, for which payment is made on a case-by-case basis.

C.2.5 BUILDING AUTOMATION SYSTEM (BAS)

The system controlling and monitoring building HVAC, and possibly other systems and equipment, to include all device, field and global controllers; instrumentation; networking infrastructure; computers and peripherals; software; programming; database files; and licenses.

C.2.6 BUILDING OPERATING PLAN (BOP)

A mandatory plan that the Contractor prepares for Government Approval that describes the Contractor's program for operating and maintaining each building, to include both normal circumstances and contingencies.

C.2.7 COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)

A CMMS is a database and application software package that automates the OM&R recordkeeping requirements. As used in this specification, CMMS refers to the Government provided CMMS.

C.2.8 CONSUMABLE

Consumable parts or components are parts or components that customarily require regular replacement in a maintenance program, prior to equipment failure. Examples are oil, grease, belts, filters, ballasts, lamps, and urinal cartridges.

C.2.9 CONTRACTOR

"Contractor" as used herein refers to the firm awarded this contract.

C.2.10 CONTROLS/CONTROL SYSTEM

A Control System is any low voltage control, communication and monitoring system, including but not limited to device, field and global controllers; instrumentation; networking infrastructure; computers and peripherals; software; programming; database files; and licenses. Examples are the BAS, and lighting control systems. Fire protection systems and security systems are excluded from this definition for purposes of this Contract, and are defined separately.

C.2.11 CURTAILMENT PLAN

A curtailment plan identifies tiered levels of voluntary energy reduction during a curtailment condition. A curtailment condition is when the weather in the region meets the criteria that excessive energy usage could have the possibility of causing intermittent interruption of power to buildings. To minimize the possibility of power interruptions, GSA initiates a tiered level of curtailment to turn off and minimize the amount of power used during peak load periods. In extreme cases curtailment may be elevated and require load shedding.

C.2.12 ELECTRICAL

All building and site systems of the types generally included in CSI Division 16, with the exception of Control Systems, Telecommunication Systems, Security Systems, and equipment owned by a servicing public utility.

C.2.13 ELEVATOR

All building systems of the types generally included in CSI Division 14, but not including supporting Electrical and HVAC equipment.

C.2.14 EMERGENCY CALLBACK

A Service Call or other request for service placed outside of Normal Working Hours, and of such a nature that response cannot wait for the resumption of Normal Working Hours.

C.2.15 EQUIPMENT INVENTORY:

The types of equipment inventory are defined as follows:

C.2.15.1 Partial Inventory or Equipment List:

A facility equipment list that is not tied directly to any specific standard, maintenance schedule, or controlled process. Partial inventories can be similar to paper or digital equipment lists given to a facility after construction.

C.2.15.2 Preventive Maintenance Inventory:

An inventory of all the equipment within a facility that requires preventive maintenance. Non-preventive maintenance equipment is not included in this inventory. Ensure contract denotes per applicable equipment inventory section for the level of preventive maintenance inventory; whether it includes mechanical, electrical, fire safety, etc.

C.2.15.3 Component-Level Inventory:

An inventory that includes PM and Non-PM equipment down to the component, or product, level. A component-level inventory normally consists of equipment that conveys with the facility during transfer of ownership or is tracked, serviced, repaired, or maintained by the organization. Component-level inventories are as in-depth as possible for an existing building without actually performing destructive testing to determine what is behind the walls or underground. This type of inventory does not normally include disposable inventories such as supplies. For example: A component-level inventory would contain lighting fixtures but not contain light bulbs, electrical outlets, or mounting hardware.

C.2.15.4 Complete Inventory:

An inventory that includes all equipment within the building envelope and site boundaries. Complete inventories capture the equipment that a component-level inventory is not able to capture. Complete inventories are normally obtainable only after new construction.

C.2.16 FEDERAL HOLIDAYS

Federal holidays are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, Inauguration Day (*When Applicable),* Any Holiday Declared by The Government (When Applicable).

When Federal Holidays fall on weekends, a weekday is typically designated as the holiday. Holidays that fall on Saturday are observed on the Friday prior to and holidays that fall on a Sunday are observed on the Monday that follows. Does not include closures of federal buildings for other reasons such as due to inclement weather.

C.2.17 FIRE PROTECTION SYSTEMS

Systems and equipment installed in the building for the purposes of detecting fires or heat or smoke, alarming occupants of possible fire, activating certain emergency responses in other systems and equipment (e.g., Elevator recall, stairwell pressurization), and suppressing fires. These systems include Electrical, Mechanical and Controls components.

C.2.18 FURNISHINGS

All equipment of the types generally included in CSI Division 11 and 12.

C.2.19 HEATING, VENTILATION AND AIR-CONDITIONING (HVAC)

HVAC includes all systems with the function of providing ventilation or temperature control to building spaces. HVAC equipment is a subset of Mechanical, Electrical and Controls equipment and systems, and intersects the definitions of each of these.

C.2.20 HVAC OPERATIONS MANUAL

The HVAC Operations Manual is a manual prepared by the Government (or a consultant to the Government) providing a description of the functioning of a building's HVAC systems and establishing performance standards for these systems.

C.2.21 INDEFINITE QUANTITY

Indefinite Quantity provisions permit the Government to order additional work, in additional to the Basic Services, and upon Acceptance permit additional payment to the Contractor.

C.2.22 LANDSCAPE IRRIGATION SYSTEMS

Landscape Irrigation Systems include all piping, tubing, hoses, valves, sensors and controllers used to water vegetation.

C.2.23 LOAD SHEDDING

Load Shedding is the systematic reduction of electrical system demand by temporarily decreasing load in response to transmission system or area capacity shortages, system instability, or voltage control considerations. Load shedding may be part of a curtailment plan, but is generally considered in excess of curtailment and involves de-energizing equipment or building areas and is delineated in a Load Shedding Plan. The Load Shedding Plan prioritizes the equipment and building areas to remain energized and uses a tiered approach with pre-established levels of load shedding.

C.2.24 MECHANICAL

All building and site systems of the types generally included in CSI Division 15, with the exception of equipment owned by a servicing public utility.

C.2.25 MISCELLANEOUS WORK

Miscellaneous Work is additional labor and associated Consumable materials which are performed at the request of the COR at no additional cost to the Government (i.e., are part of Basic Services).

C.2.26 MONTHLY PROGRESS REPORT

A progress report prepared monthly that itemizes all current incomplete work (e.g., incomplete preventive maintenance, incomplete repairs), summarizes work completed during the month, and itemizes issues under investigation.

C.2.27 NORMAL WORKING HOURS

Normal Working Hours are the hours of building operations under most circumstances, when all services must be provided to all occupants.

C.2.28 OPERATIONS

"Operations" is the continual process of using building equipment systems to accomplish their function, optimize building performance, and improve energy efficiency. Operations includes analysis of requirements and systems capabilities, operating Controls and Control Systems, responding to Service Calls, Touring and observing equipment performance and condition, adjusting equipment, identifying needed maintenance and Repairs to equipment, and maintaining lubrication and chemical treatments.

C.2.29 PREDICTIVE MAINTENANCE

Predictive Maintenance is a program of maintenance activities in which scheduling of maintenance derives from monitoring the operating condition, or changes in the operating condition, of equipment being maintained.

C.2.30 PREVENTIVE MAINTENANCE

Preventive Maintenance is a program of maintenance activities performed on a fixed schedule, or on equipment runtimes. Scheduled work on items of equipment or systems required to provide continuing operation, to preclude unnecessary breakdowns and to prolong the life of equipment or systems. The PM includes but is not limited to: greasing, oiling, adding refrigerant, changing filters, cleaning, adjusting, replacing belts, replacement of expendable items, touch up painting, water treatment and equipment adjustment or calibration.

C.2.31 PUNCH LIST

A Punch list is an itemization of work that was required to have been completed no later than the termination date of the contract but which was not so completed.

C.2.32 QUALITY CONTROL PLAN

The Quality Control Plan is the Contractor's complete written plan for inspection, documentation of findings, and plan for correction if necessary of all services performed under the scope of this contract

C.2.33 REPAIR

A Repair is an act of restoring inoperable, dysfunctional or deteriorated equipment, systems, or material to a fully functional, non-deteriorated state. Repairs usually involve some combination of labor and replacement parts, components or materials. A "Minor Repair" is a repair that is the Contractor's responsibility with no reimbursement from the Government. A "Reimbursable Repair" is a repair that is reimbursable to the Contractor, in whole or in part, in accordance with provisions herein.

C.2.34 SECURITY SYSTEMS
Security Systems include:

1. Systems to detect intrusion into the building or areas of the building, including sensors and camera systems; and,
2. Access control systems, such as automatic card readers for building, room or parking lot access;[1]
3. Magnetometers and associated equipment for screening persons entering the building(s).
4. Magnetic or electric locks.

C.2.35 SEQUENCE OF OPERATIONS
The control logic to operate a system normally put into effect through a control program.

C.2.36 SERVICE CALL
A Service Call is a response to a tenant or agency complaint, or a response to an observation that some equipment, system or material covered by the contract is inoperable, dysfunctional or deteriorated, or that performance standards of the contract are not being met. Service Call response involves analysis of the problem and adjustment of operating or monitoring Controls or other immediate corrective action. A requirement to perform a Repair may result from the analysis stage of a Service Call. Service Calls may be generated automatically from interfaces to BAS or diagnostic software.

C.2.37 TASK ORDER
A Task Order is an order for Additional Services or Reimbursable Repairs under this contract.

C.2.38 TELECOMMUNICATION SYSTEMS
Telecommunication Systems include building telephone systems, and specialized agency communication systems, but excluding the communication subsystems of other systems defined separately herein.

C.2.39 TOUR
A Tour is either scheduled visits to equipment rooms and installations by operating personnel for the purpose of assuring that equipment is running properly, that equipment rooms are in good order and without safety hazards, and to make any necessary adjustments to operating Controls or to lubricate equipment, or some combination of such physical visits with automated monitoring of equipment and systems.

C.3 REFERENCES
The following publications are incorporated by reference, as setting quality, performance and design standards for work required herein. Unless a specific date is provided, references are for

[1] However, actual parking lot gates, building doors and gates and other equipment enclosing the site or building(s) shall be considered Architectural and Structural rather than Security Systems. The Security Systems definition covers the controlling and sensing systems controlling access. Door locks are covered by the contract as described under Architectural and Structural maintenance.

the version published at the time of issue of the solicitation, to include any addenda or errata published by the publishing organization.

- ANSI/ASHRAE Standard 100, Energy Conservation in Existing Buildings-Commercial;
- ANSI/ASHRAE Standard 111, Practices for Measurement, Testing, Adjusting, and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems;
- ANSI/ASHRAE Standard 15 Safety Code for Mechanical Refrigeration;
- ANSI/ASHRAE Standard 34 Number Designation and Safety Classification of Refrigerants;
- ANSI/ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy (with
- addenda and interpretations through 12/31/96);
- ANSI/ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality;
- ANSI/IWCA I-14.1 Window Cleaning Safety Standard.
- ASHRAE Guideline 1HVAC Commissioning Process;
- ASHRAE Guideline 4 Preparation of Operating and Maintenance Documentation for Building
- Systems;
- ASME Boiler and Pressure Vessel Code;
- ASME CSD-1 Control and Safety Devices of Automatically Fired Boilers;
- CSI Master Format (1995 edition);
- DOE/EE-0157 International Performance Measurement and Verification Protocol ;
- Facilities Standards for the Public Buildings Service (PBS P100);
- INTERNATIONAL BUILDING CODE;
- International Fire Code;
- International Mechanical Code;
- International Plumbing Code;
- National Board of Boiler and Pressure Vessel Inspectors, National Board Inspection Code;
- National Fire Protection Association (NFPA) Standards and Codes;
- NEMA Application Guide for AC Adjustable Speed Drive Systems;
- NEMA MG-1;
- NEMA TP-1;
- NETA Maintenance Testing Specification for Electrical Power Distribution Equipment and
- Systems;
- NFPA 101 Life Safety Code;
- NFPA 110 Standard for Emergency and Standby Power Systems;
- NFPA 111 Standard on Stored Electrical Energy Emergency and Standby Power Systems;
- NFPA 12 Carbon Dioxide Extinguishing Systems;
- NFPA 13 Installation of Sprinkler Systems;
- NFPA 17 Dry Chemical Extinguishing Systems;
- NFPA 17A Wet Chemical Extinguishing Systems;
- NFPA 2001 Standard on Clean Agent Fire Extinguishing Systems;

- NFPA 25 Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection
- Systems;
- NFPA 70 National Electrical Code;
- NFPA 70B Recommended Practice for Electrical Equipment Maintenance;
- NFPA 70E Standard for Electrical Safety in the Workplace;
- NFPA 72 National Fire Alarm Code;
- NFPA 80 Fire Doors and Windows;
- NFPA 90A Installation of Air Conditioning and Ventilating Systems;
- NFPA 96 Ventilation Control and Fire Protection of Commercial Cooking Operations;
- Public Buildings Service Operations and Maintenance Standards;
- R.S.Means Facilities Construction Cost Data.
- SMACNA HVAC Systems Testing, Adjusting & Balancing; and
- USGBC LEED for Existing Buildings (LEED-EB).

C.4 EXISTING DEFICIENCY INSPECTION / INITIAL DEFICIENCY LIST / EQUIPMENT INVENTORY

The Contractor and the COR or his/her designee(s) shall make a complete and systematic initial inspection together during the Startup Phase of the contract that will include all Mechanical, Electrical, Fire Protection (excluding fire alarms) , and utility systems and equipment, windows, doors and other structural features the maintenance and repairs of which is covered by this performance work statement. The COR may approve continued inspection activities without the presence of a Government representative, subject to adequate documentation of conditions found by the Contractor. The purpose of this inspection shall be to discover and list all deficiencies that may exist in the equipment and systems covered by this performance work statement as well as verify or update the existing Equipment Inventory List prior to start date.

The Contractor shall submit an Initial Deficiency List (See Section J, Exhibit 8) to the COR not 30 days later than the end of the Startup Phase to the COR or designee. Any dispute between the Government and the Contractor as to classification of initial deficiency list items will be resolved under the Disputes clause herein. Deficiencies discovered after the submission of the Initial Deficiency List will not be considered pre-existing for purposes of this contract.

The Contractor shall also update the Equipment Inventory List (See Section J, Exhibit 5) with all equipment attributes required by the NCR regional CMMS program if applicable, or provide the COR or designee an updated copy of the Equipment Inventory List no later than the end of the Startup Phase.

The Contractor shall also update the Equipment Inventory List with all equipment attributes required by the NCR regional CMMS program, if applicable, or provide the COR or designee an updated copy of the Equipment Inventory List no later than the end of the Startup Phase.

C.5 START-UP PHASE (NEW OR RENOVATED BUILDING)

The Contractor shall provide startup services to assist transitioning between construction and operations. During this period, the building is expected to be primarily unoccupied except for security personnel, and transient GSA, agency, or contractor personnel carrying out functions

related to completing construction punch lists, or preparatory to occupancy. During this period the Contractor shall:

- Operate HVAC equipment to maintain conditions sufficient to avoid damage to finishes, especially millwork;
- Manage warranties, in cooperation with the Construction Manager;
- Building Operating Plan;
- Assist with commissioning activities (Note: commissioning schedules will be made available by the Government;
- Provide site access and escort to agency personnel and contractors as necessary. If such services in the start-up phase/transition phase take more than 20 hours per week then the Contractor will be reimbursed for the additional time in accordance with the Additional Services provisions herein;
- Inspect all major or exposed (rooftop, outside, machine room) HVAC equipment for cleanliness, absence of rust, accessibility for maintenance purposes, and other visible problems;
- Inspection of machine rooms for OSHA compliance;
- Complete the building equipment inventory as required herein, to include all equipment attributes used by the NCR regional CMMS program; Inventory shall be a component inventory for new construction, and a minimum of a component-level inventory for sections of a renovation.
- Inventory any stock of materials and repairs parts made available for performance of work;
- The Contractor is responsible for identification of defects in equipment and systems covered by this Contract, not previously identified in punch list records, and notifying the Government of such defects for inclusion in the punch list. If such deficiencies are determined to be out of scope for inclusion in the construction contractor's punch list, the Contractor shall compile such items as an Initial Deficiency List as described elsewhere herein.

Within the first week of the Startup Phase submit a schedule and staffing plan for the Startup Phase. This plan should describe by week work to be accomplished. At the end of each week during Startup Phase submit a letter report describing work accomplished.

As with other work required under this contract, all work performed during the Startup Phase must be recorded as work orders in the CMMS, to include recording hours of time and costs.

C.6 PHASE OUT TRANSITION PERIOD

When this contract expires or is otherwise terminated, the Contractor shall cooperate with the incoming contractor during a Phase-Out period. For planning purposes, the Contractor shall assume a Phase-Out period of **90 days.**

During this Phase-Out period the Contractor shall assist the COR and incoming contractor to a seamless transition in operations and maintenance with no adverse affect to the building tenants; provide the successor contractor with access to all records and official documentation required by this contract; provide manufacturer authorized training to the successor contractor on methods

of accessing and programming the Building Automation System and other Control Systems and show the successor contractor where all archived programs and systems literature are maintained. On the last performance day of the contract, the Contractor shall turn over to the COR all keys and identification badges or cards.

C.7 PUNCH LIST COMPLETION AND WITHHOLDING OF FINAL PAYMENT

The outgoing contractor shall submit to the Government a punch list of deficiencies or unmet contractual requirements at or near the time of termination of the Contract. The Government may employ the services of a successor contractor in the development of such punch list and upon completion provide the Contractor with a copy of work completed to include the monetary value the Government has assigned for each item and the Government retains sole discretion whether to charge the Contractor for the monetary value of the Punch list in whole or in part, or to request corrections by the Contractor. If the Government elects to request corrections by the Contractor, the Contractor shall have 30 calendar days to perform such corrections, and may invoice for funds withheld on Acceptance of the corrections by the Government. Nothing in this section shall be construed to limit the Contractor's liability or restrict the Government from reporting unsatisfactory or problematic performance by the Contactor.

C.8. GENERAL AND ADMINISTRATIVE REQUIREMENTS

C.8.1 MINIMUM STAFFING AND ABILITY TO CONTACT AND COMMUNICATE WITH COR

The Contractor shall staff to ensure services are continued without disruption to the tenant. The contractor shall ensure employees maintain communications access with the COR to allow contact by the Government at all times and are able to effectively communicate with government personnel.

The on-site technician(s) must have sufficient skills to provide specified response to a variety of service calls involving multiple trades.

Outside of Normal Working Hours, the Contractor shall maintain some designated form of communication with on-site staff to allow the Government to contact such on-call staff at any time for emergency response. The after-hours on-site technician(s) must have sufficient skills to perform specified response to a variety of service calls involving multiple trades, including operation of the Building Automation System (BAS). A minimum of two technicians must be available at all times after hours.

Normal working hours are 6am to 6pm (12hrs) Monday through Friday.

The Contractor shall staff as necessary to meet all requirements of the contract. (See Section J, Exhibit 1) Personnel shall be properly licensed and/or certified to work on building systems or equipment for which licensed and/or certified personnel and approved by the Government are required by federal, state or local law, codes or ordinances. This site will have Bio-Safety Level (BSL 3) laboratories, requiring special training and certification to enter and work. Technicians capable of working on the BSL 3 laboratories must be onsite at all times. FDA will provide, at no cost to Honeywell, 40 hours of specialized training and/or refresher courses for senior-level

technicians working in the BSL3 labs each year, including personal protective equipment. Other staff will also be trained after the senior level technicians in order to provide sufficient response staff. Detailed procedures will be provided within the training from FDA. Twenty-four hour emergency experts will be provided by FDA to be on call for the Contractor response support.

The contractor will have operators available in the Central Utility Plant twenty-four (24) hours per day, seven (7) days per week.

The Contractor shall develop and submit to the COR five (5) hardcopies and an electronic PDF copy with key personnel and emergency contact information (which may include subcontractor contacts, as applicable). The key personnel and emergency contact information must be kept up to date.

All contract employees, including subcontractor employees, must sign in and out at the beginning and end of their shifts on a log established at the Central Utility Plant for security and contract administration purposes. The Contractor's employees and subcontractor employees shall follow sign-in/sign-out log and card access requirements as directed by the COR and the Contractor shall accumulate the logs for a calendar week, certify in writing on each that the information shown thereon is true and correct and, within seven (7) calendar days, turn them over to the COR.

C.8.2 RECEIVE, SEND, AND DISPATCH DATA / INFORMATION

Contractor must provide and maintain an onsite computer and High Speed Internet Service (capable of downloading 1 full page of text within 4 seconds) for receiving and dispatching service call information via the web **AND** a fax machine and services with receiving and sending capability in order to receive service calls via fax.

Contractor shall provide all supervisory personnel a mobile means, such a Blackberry, iPhone or other smart phone type device, for receiving and responding to email, text messages and telephone calls from GSA. Contractor is responsible for costs associated with electronic communication devices.

Contractor must also provide a means of dispatching service call information to their mechanics for completion. This may include a text-messaging device used to send and receive messages. Contractor is responsible for costs associated with electronic text messaging.

Contractor shall also have electronic means to communicate with GSA for service calls, emergencies, status, etc.

C.8.3 ON-SITE RECORDS

The Contractor shall ensure all records required by the contract, or produced in performance of work under the contract, are maintained in an organized manner on site and be made available to the Government when requested, regardless of conditions 24/7, 365.

C.8.4 SERVICE CALL DESK

The Contractor shall operate a Service Desk function during Normal Working Hours, to act as a central point of contact for the Government and building occupants for the taking and tracking Service Call requests, and maintaining Service Call records in the CMMS, to include Service Calls for work not under the scope of this contract (i.e., performing a central service call desk function for the facility, regardless of who is responsible for answering the Service Call).

The Contractor shall have means of documenting service call requests coming in after Normal Working Hours. If the requests are not entered directly into the CMMS they are to be entered into the CMMS at the start of the next Service Call Desk shift during Normal Working Hours.

C.8.5 USE OF CMMS

The Contractor shall provide all necessary CMMS implementation and utilization support, using the existing Government furnished CMMS Maximo, to include validating and updating the equipment inventory database per section C.10, including all data fields designated in the Public Buildings Service Operations and Maintenance Standards. The contractor shall use the CMMS, to the extent of the capabilities of CMMS Maximo, to identify control, track, and schedule preventive maintenance work, manpower, material costs, service requests, repairs, re-work items, and maintain the equipment inventory. The contractor shall track historical maintenance and repair activities (including task, man-hours, materials and other costs associated with work completion) for each work order received during the performance of the contract. All work done by the contractor shall be accomplished under a CMMS work order. All data is the property of the government. The Contractor shall have the access and capability to labor level PM tasks and other scheduled service work.

C.8.6 QUALITY CONTROL PROGRAM

The Contractor should submit a written Quality Control (QC) plan and maintain a local file of all QC inspections conducted by the Contractor, including the corrective actions taken. QC plans should ensure the contract objectives are met. This documentation shall be made available to the Government during the term of this contract. A copy of these inspection reports shall be submitted to the COR as an attachment to the Monthly Progress Report, and all documentation made available to the Government upon request during the term of the contract. Inspection reports are available for review.

C.8.7 GOVERNMENT QUALITY ASSURANCE PROGRAM

The government will inspect the contractor based on the attached Quality Assurance Program (See section J, Exhibit 13) through random inspections, scheduled inspections, or any other method of inspection the government determines reflects the actual successful performance of this contract.
As part of the Government's quality assurance program, the Government may:

1. Review and, if warranted, reject any reports or other submittals required from the Contractor;

2. Review performance and service records, including but not limited to Monthly Progress Reports, real-time BAS data, CMMS data, and any computerized or hardcopy records maintained by the Contractor documenting performance under this contract, and require correction of any unsatisfactory conditions noted;
3. Review the adequacy of the Contractor's quality control program and documentation, and the success of this program. Improvements may be directed if the program is determined to be insufficient or ineffective.
4. Obtain tenant satisfaction survey information, and require improvements in service on the basis of such information to the extent such results correlate with deficiencies in contract requirements;
5. Make physical inspection of facility equipment and systems, to include programs and files maintained on computers and Contractor on-site offices and work areas, and require correction of deficiencies noted.
6. Perform inspections with Government personnel or independent third-party inspectors.

Contractor performance will be evaluated on the basis of the performance success or deficiencies, success or failure in meeting other contract requirements, and the Contractor's record of correcting deficiencies when noted. While corrective actions will be noted, a record of significant performance deficiencies may lead to a performance evaluation that is less than satisfactory even if the Contractor takes corrective action.

The use or non-use of any Quality Assurance methods (e.g., an M&V program) by the Government will not constitute a waiver of or excuse from contract requirements.

The Government may implement or change Quality Assurance measures at any time during the term of the contract.

All records and files that this contract requires the Contractor to maintain shall be made readily accessible to Government representatives, including third-party contract inspectors, on request. The Contractor shall instruct all on-site personnel to cooperate with the Government or third-party contract inspector requests for records access or information, to include answering all questions related to performance of work honestly and comprehensively.

The Contractor shall provide personnel to provide Normal Working Hours and after-hours access to inspectors, including third-party contract inspectors, and to open and operate equipment for the observation of such inspectors, at no additional cost to the Government so long as the Government requests the service at least 48 hours in advance and so long as after-hours access and operation of equipment is only requested for testing reasonably necessary to be performed after hours to avoid possible disruption to tenants.

C.9 BUILDING OPERATING PLAN

C.9.1 Purpose

The Contractor shall develop and submit for approval, not later than the end of the Startup Phase, a detailed Building Operating Plan (BOP) for each building and garage that explains operating

and maintenance procedures for all major building equipment and systems. The Contractor must execute the contract requirements in accordance with the approved Building Operating Plan. Section J, Exhibit 10 contains templates and samples of GSA's BOP format.

C.9.2 Components of the Building Operating Plan

Using the GSA Building Operating Plan format (see Section J, Exhibit 10) the BOPS for each building shall contain as a minimum:

1. Standard operating procedures for operating building systems, to include as a minimum:
    a) Startup and shutdown times and procedures[2].
    b) Procedures to accommodate tenant overtime utility requests;
    c) Peak load demand management procedures;
    d) Other operating strategies to maximize efficiency and minimize energy consumption;
    e) Descriptions of the sequences of operations for major equipment systems.
2. Narrative description of use of the BAS and other monitoring systems available to continuously monitor equipment and systems function and space conditions, to include description of how these systems are used to identify and resolve equipment and tenant environmental problems, and alarms and trends to be maintained for these purposes;
3. Tour procedures, including operator assignment sheets;
4. Water treatment plan and initial water treatment analysis and report;

If the Contractor fails to submit a satisfactory Building Operating Plan at the end of the Startup Phase, the Government may suspend payments until a satisfactory plan is submitted. However, if the Contractor submits a draft Building Operating Plan that clearly identifies items that the Contractor has requested additional information on from the Government prior to the end of the Startup Phase deadline, but has not received, the Government will consider the progress satisfactory and will not suspend payments. Once the Government provides the necessary information the Contractor will have 30 days to re-submit the completed satisfactory Building Operating Plan.

The Building Operating Plan must be submitted as an electronic file (MS Word), and two hard copies with regular updates that reflect current personnel, subcontractors, equipment, systems, and operating procedures. The Building Operating Plan shall be reviewed and updated on a minimum of an annual basis.

C.10 EQUIPMENT INVENTORY

In addition to conducting a component-level and systematic inventory as part of the requirements of Section *C.4. EXISTING DEFICIENCY INSPECTION / INITIAL DEFICIENCY LIST / EQUIPMENT INVENTORY EQUIPMENT*, the Contractor shall update the equipment inventory database on an ongoing basis (See Section J, Exhibit 4). The Contractor shall review the equipment inventory database and verify annually or 90 days prior to exercising option year

[2] This should generally relate startup times to various environmental conditions.

renewal that the equipment inventory database is up to date on all equipment components by major system and sub-components to include nomenclature, part number, serial number, manufacturer name, component name and other data of value for maintaining the equipment. If equipment is added, removed or retrofitted as part of a project, the Contractor shall update per the NCR regional inventory program.

The Contractor shall update and verify the equipment data recorded in the CMMS Maximo as maintenance is performed on the equipment, to include recording all data for which fields are specified in the NCR regional CMMS program. If equipment is added, removed or retrofitted as part of a project, the Contractor shall update the equipment inventory data immediately within the CMMS program upon project completion.

All data becomes property of the government.

The initial equipment inventory for the contract shall be as follows:

The Contractor shall perform a component-level inventory of all the equipment within the designated site boundaries related to this contract per the NCR regional inventory and CMMS program guidelines. A previous equipment list is not required to be given to the contractor. Data is to be submitted in format required by the NCR CMMS program. The component-level inventory shall include as a minimum all components, equipment, instruments, controls, and sub-components, in the following systems:

B.1 All Systems/Disciplines
B.2 HVAC System
B.3 Mechanical and Plumbing Systems
B.4 Electrical System
B.5 Fire and Safety System
B.6 Vertical and Horizontal Transportation System
B.7 Architectural and Structural (For example: doors, roof, roof drains, and dock levelers)

C.11 MONTHLY PROGRESS REPORTS

On a monthly basis, not later than the fifth (5^{th}) working day of the subsequent month, the Contractor shall submit to the COR a Monthly Progress Report describing the status of maintenance and operations as of the last day the performance month. This report shall, as a minimum, include:

a) Status of all work orders which are deferred or otherwise incomplete (itemized list);
b) Summary of work orders completed during the month (summarized data, does not need to be itemized by each work order);
c) Explanation of any equipment, designed to be controlled by the BAS, operating in manual mode as of the end of the performance month, and of any other overrides to sequences of operations in effect as of the end of the performance month. Reference CMMS work orders;
d) Operating schedule changes (manual or programmed);

e) Itemization of all Additional Services and Reimbursable Repairs work performed during the performance month, or continuing in progress. Provide work status and expected completion date for all such work continuing in progress. Reference CMMS work orders;

f) Review energy performance trends as of the end of the performance month, and describe likely causes of significant changes from the same month one year prior;

g) Explain any significant deviations from system performance standards established in the Building Operating Plan;

h) Describe corrective actions being taken resulting from findings of water treatment lab reports, major maintenance reports, or other reports. Reference CMMS work orders;

i) Describe any operational or maintenance issues under investigation, to include tenant complaints that derive from unresolved systems problems. Reference CMMS work orders;

j) Describe any recent or planned changes in on-site personnel;

k) Describe any lost-time accidents or other safety problems, including but not limited to incidents involving hazardous materials or Fire Protection systems, that occurred during the performance month; Attach to the monthly report copies of reports from major maintenance activities (e.g., boiler or chiller annual maintenance, electrical testing, etc.);

l) Attach to the report copies of quality control inspections performed during the month; if this is documented using the CMMS, attach a CMMS printout of QC inspection work orders.

m) Provide list of the equipment that was out of service during the month for more than 24 hours.

C.11.1 PERFORMANCE REVIEW MEETINGS

The Contractor shall meet with the COR and other Government representatives, at the discretion of the COR, to review contract performance, monthly after receipt by the Government of the Monthly Progress Report.

C.11.2 EQUIPMENT CONDITION ASSESSMENT

The Contractor shall assess the condition and efficiency of major building equipment and systems (AHU, Packaged A/C units, pumps and large fans) on an on-going basis during the performance of the contract and provide an updated list to the COR upon request. No less frequently than on an annual basis the Contractor shall complete a comprehensive major equipment inspection and submit a report to the COR itemizing recommended equipment or systems upgrades or replacements, including a text description of each recommended upgrade or replacement, and a cost estimate. The Equipment Condition Assessment reports shall be produced in MS Word format; the condition assessment shall be attached to the properly associated equipment within the CMMS program, and submitted electronically as an email attachment, as well as a hard copy delivered to the COR.

C.11.3 REFERENCE LIBRARY

The Contractor shall maintain a comprehensive reference library of materials that have been provided by the Government for the Contractor's use, that includes building design or record documents, renovation or equipment retrofit design or record documents, maintenance reference documents, fire protection system as-built drawings, fire protection system operations and maintenance manual with copies of approved submittals, fire protection system parts list, fire protection system zoning scheme, the HVAC Operations Manuals (if one has been developed), the Building Operating Plan, curtailment plans, hazardous materials surveys, and OSHA and other applicable codes.

Portions of the comprehensive library requirement can be satisfied by the contractor maintaining the information in the NCR regional CMMS program.

All materials included and maintained in the library is, and shall remain the property of the government in the event of contract termination or completion and shall be available for reference and review during the course of performance.

C.11.4 REVIEW OF DESIGN DOCUMENTS

Upon request, the Contractor shall review design and construction documents for projects planned for covered facilities, and shall comment on the impact of such designs on operating costs in general, and on the cost impact of the Contractor to do the work required by the contract.

C.11.5 ASSISTANCE WITH ENGINEERING AND DESIGN ACTIVITIES

Upon request, the Contractor shall provide reasonable and competent assistance to GSA personnel or other GSA contractors performing energy studies, engineering studies, building condition evaluations and project designs within the building. Such assistance shall include escorting investigatory personnel through spaces in the building in accordance with building security requirements, explaining the operation and condition of equipment and systems to investigatory personnel, and providing access to trend data, maintenance records, Reference Library materials and other pertinent building technical data to investigatory personnel.

C.11.6 INSPECTION OF SPACE BUILD-OUTS

When tenant improvement or space alterations work is completed in the building, the Contractor shall upon request from the Building Manager, inspect the space. Problems shall be immediately reported to the COR.

C.11.7 INSPECTION OF MECHANICAL, ELECTRICAL, FIRE PROTECTION AND CONTROL SYSTEMS

When Mechanical, Electrical, Fire Protection or Control Systems work is completed in the building by parties other than the Contractor, the Contractor shall promptly inspect work and report conditions that are in violation of applicable codes or that present operational problems to the COR, excluding fire alarm systems. Inspections taking longer than one hour of actual inspection time will be treated as reimbursable services by the Contractor and billable to the government. Inspections anticipated to take longer than one hour should be pre-approved by the COR.

C.11.8 POSTING OPERATING INSTRUCTIONS

Equipment operating instructions and tour inspection checklists will be posted in all mechanical rooms, as applicable to equipment in the given room that is accessible and in a conspicuous location. The operating instructions shall be incorporated into the Building Operating Plan, and also must correlate with sequences of operations actually programmed in the BAS.

Sprinkler shut off valves and hatches and rooms containing sprinkler shut off valves shall be clearly labeled and sprinkler drawings showing the zone each valve controls kept at the location of the main building shut-off. The Contractor will provide training to all personnel at least annually and new personnel upon arrival for shutting off sprinkler lines.

C.11.9 LABELING OF ELECTRICAL CIRCUITS

The Contractor shall establish and/or maintain an electrical labeling program that addresses added or modified circuits. Electrical single-line diagrams shall be updated (by creating and maintaining a working copy of record documents, or best documents available at commencement of the contract) as necessary, using the original electronic file format.

C.12 OPERATIONAL REQUIREMENTS

C.12.1 GENERAL

The Contractor shall provide building Operations services of all systems covered by this contract, so as to maintain utilities services and environmental conditioning to tenants during Normal Working Hours, and at other times as described herein; so as to preserve the asset value of the facility and its systems; and so as to otherwise minimize operating costs to the Government without compromising these other objectives or other contract requirements.

C.12.2 EXTENDED OPERATING HOURS

The following areas of the building regularly operate during hours outside of Normal Working Hours; supporting equipment must be operated and maintained so as to support these extended operating hours.

1. Data Centers
2. Laboratory Buildings and support areas
3. Animal Facilities
4. Central Shared Use Building , Building 2
5. Emergency Operations Center in Building 31 /32
6. Conference Center in Building 31
7. Situation Room in Building 51
8. Telecommunications closets

Areas of the building with extended operating hours may change during the period of the contract.

C.12.3 CONTINUITY OF OPERATIONS

The Contractor shall operate the facility and participate in emergency operations during all emergency situations such as fires, accident and rescue operations, strikes, civil disturbances, natural disasters, severe weather, terrorist threats, and contingency operations unless ordered to

evacuate the building by a government representative, emergency personnel or the authority having jurisdiction.

The Contractor shall be responsible for developing emergency operations procedures within the Building Operating Plan and shall become thoroughly familiar with the Government's "Occupant Emergency Plan" and "Damage Control Plan" responsibilities.

C.12.4 TENANT ENVIRONMENT

Environmental standards must be maintained throughout Normal Working Hours; equipment startup must be early enough to fully attain environmental conditions at the beginning of Normal Working Hours. The Contractor shall report changes in the operating conditions to the COR, and, if changes deviate from ASHRAE Standard 62, such deviation shall be explicitly reported to the COR.

C.12.5 ENERGY CONSERVATION

The Contractor shall operate building equipment and systems in accordance with the Building Operating Plan as efficiently as possible without compromising service to the tenants. Failure to operate equipment prudently (e.g., unnecessarily setting demand peaks; operating equipment when not needed; overriding set point unnecessarily or failing to correct underlying conditions) may result in performance deductions under the Adjusting Payments clause. The Contractor is expected to make full use of analytical tools available (e.g., interval meter data, BAS trend data) to diagnose problems.

C.13 SYSTEM PERFORMANCE STANDARDS

The Contractor shall maintain equipment systems so as to maintain performance standards identified in the Building Operating Plan during the term of the contract, to include option periods.

The Contractor shall maintain equipment systems so as to maintain the modified performance standards at no additional cost as long as the Government reasonably demonstrates that the modified standards are obtainable with the building's systems at the time of modification.

C.14 SERVICE CALLS

C.14.1 GENERAL

The Contractor shall respond to Service Calls during Normal Working Hours and to Emergency response at all other times. The Government may transmit work orders to the Contractor for Service Call or Emergency Callback response orally, by email, by creation of a work order by a Government employee or representative, or through automated work order generation. The Contractor shall also respond promptly to conditions indicating a deficiency in environmental conditioning, lighting, condition of the facility or equipment, or otherwise that would require response under the contract if identified by the Government, immediately upon notice by any employee of the Contractor.

Service Calls shall be completed in accordance with the attached Service Level Agreement (SLA). The status field in NCMMS will be updated to indicate the nature of any delay, with appropriate remarks.

The Contractor will clean up any water, dust, dirt or other material that is present as a result of the problem requiring the service or that is generated in the execution of the service work. In cases where water or other fluids are involved and the clean up exceeds the capabilities of the Contractor or if conditions exist that if not attended to promptly will result in further damage to the building, the Contractor shall immediately contact the COR or GSA Building Manager by telephone to report the condition. Telephone notification must be by direct conversation; voice mail messages are not acceptable. Notification by email is only acceptable as a follow up to direct notification by telephone.

C.14.2 SERVICE CALL RESPONSE

The Contractor shall immediately notify the COR with a written extension request for extension if the two hour period will be exceeded. Where Normal Working Hours end in less than two hours from receipt of the Service Call, the two hour period granted to the Contractor for Service Call completion shall constitute time from initiation of the Service Call to the end of Normal Working Hours, plus such additional time the next working day so as to constitute two hours.

C.14.3 EMERGENCY CALLBACK RESPONSE

The Contractor shall respond and address emergency work requests immediately during Normal Working Hours and within 15 minutes outside of Normal Working Hours. The Contractor shall remain on the job until the emergency has been secured and adequate temporary Repairs have been made. Permanent Repair shall be governed by the Repairs provisions herein. The Contractor shall provide a written accounting of any Emergency Callback, to include costs incurred and plan for permanent correction of the problem, the morning of the next working day. **All services calls originating in "High Priority Areas" as designated in Section J, Exhibit 6, shall require immediate response**

Those service calls that constitute an immediate danger to personnel or property as pre-determined by the COR, or designated representative. During "Occupant Work Hours", The Contractor shall respond immediately (within 10 minutes) to emergency service calls. Examples of such emergency calls include, but are not limited to calls involving: fire, flooding, localized water emergencies (i.e. broken or frozen pipes), elevator entrapments, or any other situation that poses an immediate danger to GSA property or the building tenants, including the vivarium.

- All elevator entrapments are emergency service calls and shall require immediate response (10 minutes) by the contractor authorized personnel or an onsite elevator mechanic. (Ref. Sec. H, Para 6, A).
- Evacuation procedures of entrapped passengers shall be initiated immediately upon arrival of contractor personnel at the stalled elevator car.
- Elevator equipment damaged through negligence or the application of techniques not authorized in written evacuation procedures identified in ASME A 17.4-1999 GUIDE FOR EMERGENCY PERSONNEL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

If corrective action cannot complete the service call within the **$2,500** threshold, the call shall be reclassified to a repair following the "procedures" paragraph in the previous section. The contractor shall remain on the job until each emergency situation is alleviated.

C.14.4 ROUTINE SERVICE CALL RESPONSE

Routine calls are service calls during Occupant Work Hours, which are not considered urgent or emergency service calls. In those instances where a service call cannot be resolved for the $2,500 threshold, the call shall be re-classified to a repair. Service calls shall not be re-classified to a repair without authorization of the COR. The COR, or designated representative, shall be notified of each necessary repair and shall be kept informed of the status.

The Contractor shall promptly respond to routine work requests within 2 hours during Normal Working Hours.

C.14.5 URGENT SERVICE CALL RESPONSE

Service calls during Occupant Work Hours, which interrupt or otherwise adversely impact GSA, or building occupant operations. The Contractor shall respond **within 30 minutes to urgent service calls**. If corrective action cannot complete the service call within the $2,500 threshold, the call shall be reclassified to a repair following the procedures set forth in this section. Examples of urgent calls include: Inoperative electrical circuits, room temperature complaints, flush valve stuck open, and any other conditions determined urgent by the COR.

The Contractor shall remain on the job until the urgent repairs have been made. Permanent Repair shall be governed by the Repairs provisions herein. <u>All services calls originating in "High Priority Areas" as designated in Exhibit 6, shall require immediate response. Urgent service calls are determined by the service requester.</u>

C.15 TOURS

C.15.1 GENERAL

The Contractor shall Tour all building equipment at set frequencies established as part of the contractor's preventive maintenance program as approved by the COR. (See Section J, Exhibit 4. H.) The Tour program shall be described in the Building Operating Plans for each building. Log sheets associated with major operating equipment shall be completed at the time of Tours. Such log sheets, at the commencement of contract performance, shall be completed established with design condition numbers (usually in the first column), for reference against actual readings at the time Tours are performed. Paper log sheets need not be used for equipment monitored and data logged by the BAS, if such monitoring and data logging provides a sufficient database of operating data to allow for analysis of trends in equipment performance and troubleshooting.

Tours, with a frequency greater than weekly, will also be entered in the CMMS as collection work orders. The respective work order shall be updated with labor hours and any materials used immediately on completion of the Tour. All findings noted during the Tour shall be entered as remarks on the work order. All deficiencies noted shall be immediately entered as follow-on work orders of appropriate types.

C.15.2 OPERATING LOGS AND TOUR CHECK SHEETS

Operating logs shall be maintained for all major equipment[3] at the site of the equipment. Information recorded on the logs shall be adequate to track the operating hours and performance history of the equipment. Tour check sheets should be stationed at major points for building Tours (for example, air handler rooms). These must be checked when Tours are performed. Log forms, Tour check sheets and Operator Assignment sheets shall be incorporated into the Building Operating Plan. COR can view logs as requested.

Tour sheets must contain columns for major operating parameters, and must indicate the tolerance bands for acceptable performance.

Automation of operating logs through use of BAS data logging capabilities is required; this eliminates the need for manual operating logs if the data logs are used to generate reports showing the history and trends in equipment performance.

C.15.3 TOUR FREQUENCIES

Minimum:

1. ONCE PER SHIFT: Major HVAC equipment (when in operation) including boilers, chillers, cooling towers, pneumatic control air compressors, sewage ejectors and air handler rooms. Switchgear/primary Electrical equipment rooms. Steam system reducing and regulating stations. Special HVAC for critical functions.
2. WEEKLY: Distributed HVAC equipment (package units, external condensers, etc.). Pumps, motors.
3. TWICE-MONTHLY: Battery systems (UPS, generators, etc.).
4. MONTHLY: Transformers, secondary Electrical rooms.

In instances of extreme weather (including extremely cold conditions (i.e. 15 degrees or less)), building equipment tours will be required during the second and third shift. Examine all equipment that is susceptible to freezing, including HVAC coils. Labs must be toured during every shift.

C.15.4 LEAK TESTING

Leak testing for refrigerants and natural gas shall be performed by certified technicians. The leak testing should be performed in accordance with GSA's Preventive Maintenance Guide, including frequencies and systems requiring inspection and incorporated into the preventive maintenance program and captured in the CMMS.

C.15.5 CONDENSATE PANS

The Contractor shall conduct inspections of the condensate drip pans of all air handling units, a/c package units, window A/C units, and other equipment items and/or systems that physically have drip pans to insure that they drain properly. Such inspections shall be conducted in accordance with the PM program, and be performed no less frequently than monthly. All drip pans shall be treated with an appropriate biocide to control the growth of algae, etc.

---

[3] As a minimum: boilers, chillers, emergency generators, air handler rooms, and pump rooms, but excluding VAV boxes and fan coil units.

C.15.6 MONITORING OF CENTRAL PLANT EQUIPMENT

Where central plant equipment (chillers over 300 tons capacity; boilers over 15 PSI) is not (1) controlled through a sequence of operations programmed in a BAS, and (2) centrally alarmed with alarm paging, then operational watch procedures, in addition to Tour requirements specified elsewhere herein, shall be performed as follows:

1. Monitoring the starting, stopping, and loading of equipment;
2. Checking all operating equipment in the watch area every two (2) hours.
3. Recording operating data or records every two (2) hours and posted at appropriate log.
4. Making adjustments at the central control panel in response to changing operating conditions.

C.16 LEED FOR EXISTING BUILDINGS (LEED-EB)

The policy of the General Services Administration is to gradually bring existing buildings (EB) into conformity with Leadership in Energy and Environmental Design (LEED). The Contractor is not required to bring the building into conformity with LEED-EB, but within the scope of this contract shall operate and maintain the building in such a manner as to conform to the applicable LEED-EB standards. This excludes regularly schedule calibrations and/or commissioning not specifically address herein.

C.17 DEMAND RESPONSE PROGRAMS

The Government may participate in any of the available demand response programs or critical peak pricing tariffs administered by utilities, State agencies or third-party administrators. If the Government participates in such a program and advises the Contractor of the requirements of such program, the Contractor shall cooperate fully in the implementation of the program.

The Contractor when requested by the COR shall develop an automated curtailment program and load shedding program in consultation with the Government and subject to Government approval; such plan shall be described in the Building Operating Plan. The Contractor shall implement all Government-approved curtailment measures (which might typically include remotely turning off unnecessary lighting, shutting down designated elevators, implementing temperature setback programs, etc.) immediately on notification of a curtailment, in accordance with the plan. Failure to diligently manage systems in accordance with such programs may result in performance deductions under the Adjusting Payments clause for excess costs or loss of revenue to the Government. CO will make available a copy of the existing building curtailment plan when available.

C.18 BAS ALARM RESPONSE

BAS alarms shall be treated as Emergency Service Calls, and responded to accordingly. Repetitive or associated alarms may be treated in the aggregate and tracked under the collection work order system established in the CMMS.

Not later than the end of the Startup Phase, the Contractor shall notify the Government of all anticipated alarms (except nuisance alarms) with originating point identification information (device ID, point number, description), so that the Government, at its discretion, may arrange for automatic generation of work orders from alarm conditions. Anticipated BAS alarms expected to generate Service Calls include, but are not limited to: loss of power, HVAC equipment malfunctions, high or low space temperatures, pump failures, large losses of water indicative of potential flooding, and damper malfunctions.

C.19 PROTECTION AND DAMAGE

The Contractor shall make reasonable efforts to assist the Government to prevent hazardous conditions, property damage, and maintain security. The Contractor shall promptly report such conditions or activities to the COR or to security personnel.

When large quantities of water or other fluids result from leaks, overflows or equipment failure and the clean up exceeds the capabilities of the Contractor or if conditions exist that if not attended to promptly will result in further damage to the building, the Contractor shall immediately contact the COR or GSA Building Manager directly by telephone to report the condition. Telephone notification must be by direct conversation; voice mail messages are not acceptable. Notification by email is only acceptable as a follow up to direct notification by telephone. See attached Standard Operating Procedures for Water Clean-up (dated 7/27/2017) that further reflects the responsibility of the Contractor when water or other fluids are present.

The Contractor shall protect Government property, buildings, materials, equipment, supplies, records and data that are within the Contractor's control against unauthorized access, loss or damage.

The Contractor shall establish a system for on-site work force personnel to report potentially hazardous conditions in the building to the COR or other designated Government representative.

The Contractor and Contractor's employees and subcontractors shall comply with the "General Services Administration Rules and Regulations Governing Public Buildings and Grounds" (as posted in the building), and shall promptly report violations by employees, or as otherwise observed, to the COR or security personnel.

The Contractor shall provide reasonable assistance to security or emergency response personnel as needed.

C.20 KEY CONTROL

The Contractor shall follow the FDA's building's key control program. Keys issued to the Contractor or Contractor's personnel or subcontractors shall be signed for, and not transferred to other personnel unless recorded in the key control log. The Contractor is financially liable for the cost of re-keying if keys are lost or not recovered from terminated employees or subcontractors.

C.21 DISRUPTIVE OR HAZARDOUS TOOLS

The COR must approve use of impact tools and power-actuated tools during Normal Working Hours. Burning or welding equipment may be used (at any time) only with written permission

from the COR. The Contractor must request in advance (minimum 3 business days) for the use of impact tools; powder actuated tools and welding and/or burning permits, except for emergencies. A Welding and Burning Permit (GSA Form 1755) must be issued for each day welding or burning is performed.

C.22 DISRUPTION TO UTILITIES, LIGHTING, OR SPACE CONDITIONING

Any work that will disrupt utilities, Fire Protection Systems, lighting or space conditioning to building tenants must be scheduled and approved in advance with the COR, and will generally be required to be performed outside of Normal Working Hours. Minimum of five business days, except in emergencies. Contractor will submit request in writing using the approved GSA request form.

C.23 PLUMBING AND RESTROOMS

Plumbing systems shall be maintained, repaired and kept functional to the property line. The Contractor shall ensure all system drains, including storm drainage, roof drains, remain clear and unobstructed.

The Contractor shall take any necessary steps to prevent odors emitting from drains or other plumbing into occupied space, to include keeping water in traps as appropriate.

The Contractor shall clear toilet and sink blockages which janitorial personnel are unable to clear using normal janitorial methods. This also applies to pantry plumbing, including sinks and garbage disposals. Contractor shall provide all labor and materials for consumable components, to ensure all plumbing systems are maintained. Such a request will be treated as a Service Call.

When a toilet or urinal is taken out of service the contractor shall immediately post an "out of order" sign that includes the date the fixture was taken out of service and the date that the fixture is estimated to be restored to service.

C.24 MAINTENANCE PROGRAM

C.24.1 GENERAL

The Contractor is responsible for performing Maintenance on all building equipment and systems following the Public Buildings Service Operations and Maintenance Standards as a minimum.

C.24.2 MAINTENANCE STANDARD

1. The Contractor shall propose Preventive or Predictive Maintenance required by the Public Buildings Service Operations and Maintenance Standards. In addition, the Contractor must develop a Preventive or Predictive Maintenance program for equipment of types not described in the Public Buildings Service Operations and Maintenance Standards when any of the following apply: The equipment normally requires periodic replacement of Consumable components in accordance with Manufacturer's Suggested Maintenance Guidelines;
2. Normally requires periodic or occasional cleaning;

3. Has moving parts;
4. Is prone to failure before overall obsolescence of the system which it serves;
5. Is of a type itemized in the NETA Maintenance Testing Specifications;
6. Requires maintenance in accordance with NFPA standards;
7. Requires maintenance in accordance with any other provision of this Contract.

The Contractor shall identify equipment that does not accurately correlate with standards in the Public Buildings Service Operations and Maintenance Standards, and shall identify and propose alternative guides or maintenance frequencies that are more appropriate or effective for the approval of the COR.

C.24.3 CONTROL SYSTEMS

Control systems shall be maintained as designed. The Contractor is responsible for all system hardware. The Contractor is responsible for keeping software functioning, and for reloading software in computers or controllers as necessary. The Contractor is responsible for making set point adjustments as necessary and appropriate. The Contractor is not responsible for writing or modifying control programs, other than reloading programs and making operator-level changes such as set point adjustments and schedule changes. The Contractor is not responsible for upgrading software.

The Government may upgrade or change Control System software or reprogram Control Systems during the performance period of the contract. If the Government provides operator level training and operator level documentation for the Contractor's use, the Contractor shall not claim additional payment for changing to the new or upgraded software or control programs.

The Contractor shall not modify sequences of operation or control programs without prior approval of the Government.

The Contractor is responsible for notifying the Government if a sequence of operations or its implementation as a control program is not producing the desired results or is resulting in unnecessary energy use. The Contractor is responsible for retaining an adequate level of expertise to manage the Control Systems. If the Contractor does not have a manufacturer-trained BAS operators on site, the Contractor must enter into a subcontract, including regular scheduled support (not merely support on a contingency basis), with a firm having these skills.

Control System computers, routers, hubs, switches and controllers that are located in electrical closets, telephone closets, and maintenance offices or in accessible locations of mechanical rooms shall be put on small uninterruptible power supplies (UPS). Rooms shall be put on small UPS and maintained by the Contractor.

All computers networked with Control Systems shall be maintained to the following minimum standard as provided and supported by the system manufacturer:

1. an approved anti-virus software subscription shall be kept in effect and the software used at all times;
2. if the network can connect to the outside through a broadband connection, an approved firewall shall be used at all times;

3. an approved spy ware protection program shall be obtained and used;
4. Contractor personnel shall be prevented from using the system to connect to web sites not reasonably related to building operations;
5. Monthly anti-virus and spy ware scans shall be conducted;
6. Monthly Windows (or other operating system) critical updates shall be downloaded and installed;
7. Complete data backup to a CD, DVD or flash drive, to include trend logs and Control software, shall be conducted monthly;
8. Disk drive maintenance to include de-fragmentation shall be performed quarterly.

C.25 WATER TREATMENT

C.25.1 GENERAL

The Contractor shall provide equipment, chemicals, and services (including application) required to control corrosion, scale, algae, and bacterial growth in all HVAC equipment and systems throughout the building. The Contractor shall be responsible for conformity with all pertinent local sanitation district regulations, air quality district regulations, and other environmental regulations. Water treatment shall be performed, and safety equipment (e.g., emergency eyewash stations) maintained in accordance with OSHA standards. See Section J. Exhibit 4 for additional requirements on water treatment)

Alternative, non-chemical, approaches to water treatment may be employed, but must be proposed to the Government for advance approval, with a thorough technical description of the products and methods to be employed.

C.25.2 TOLERANCES

Water shall be kept within tolerance bands in accordance with the Public Buildings Service Operations and Maintenance Standards.

C.25.3 INITIAL REPORT AND DEVELOPMENT OF PROGRAM

The Contractor shall perform a comprehensive initial water treatment analysis (laboratory analysis) to assist in developing the water treatment plan.

Raw (makeup) water shall be tested for pH, color, turbidity, P alkalinity, MO alkalinity, total hardness, non-carbonate hardness, carbonate hardness, total dissolved solids (TDS), specific conductance, calcium, magnesium, sodium, potassium, hydroxide, bicarbonate, carbonate, sulfate, chloride, nitrate, iron, manganese, silica, fluoride and chlorine residual.

Each HVAC water loop shall be analyzed for, as a minimum: pH, TDS, iron, conductivity, bacteria, level of biocides, level of scale and corrosion inhibitors, nitrite, sulfite (steam systems), and silica. Cycles of concentration shall be calculated.

A water treatment conditions report (“initial report”) shall be generated based on this analysis. The Contractor shall use the report to develop a water treatment plan, which shall include field testing and monitoring (instrumented, or manual tests), monthly laboratory analysis (water samples and coupons) and weekly biocide rotation. The initial report and the water treatment plan shall be incorporated into the Building Operating Plan.

C.25.4 CORROSION MONITORING

The Contractor shall install in each building a coupon rack, or equivalent electronic monitoring system for corrosion, in condenser water loops, heating hot water loop, and the building main chilled water loop, if not already present, not later than 30 calendar days of submission of the water treatment plan. (For the primary condenser water system, the installation of the water treatment monitoring system described elsewhere herein meets this requirement). If coupon rack(s) are present the contractor may use such existing equipment, but is responsible for bringing it into conformity with all requirements herein. The minimum quantity of coupons and frequency of inspections shall be described in the water treatment plan. Laboratory analysis of coupons shall be no less frequent than quarterly for major systems (e.g., primary building condenser and chilled water loops, as opposed to specialized systems serving limited areas), and annual for other systems. As a minimum, two coupon racks shall be installed for each loop, and used to monitor mild steel and copper.

Coupon racks will be the property of the Government upon installation; the Contractor shall have responsibility for maintaining (and if necessary replacing) the coupon racks for the duration of the contract. The liability threshold for Repairs does not apply to this equipment; the Contractor has full responsibility.

Acceptable corrosion rates are established in the Public Buildings Service Operations and Maintenance Standards.

C.25.5 WATER TREATMENT MONITORING

Within 30 calendar days of commencement of the contract, the Contractor shall install a water treatment controller and monitoring equipment with industry standard analog outputs to allow monitoring of pH, cycles of concentration (TDS or conductivity), oxidation reduction potential (ORP), scaling potential, bacterial levels, and corrosion rates for the building's primary condenser water system. Contractor is responsible for the installation of wiring necessary to monitor these points to the BAS monitoring panel.

Within 30 calendar days of the commencement of the contract, the Contractor shall install a water treatment controller and monitoring equipment for the main heating hot water loop, and the main chilled water loop, to the same specification as for the condenser water loop, but monitoring ability may be limited to corrosion rates, scaling potential, bacterial levels.

The Contractor shall install water meters to measure make-up water and blow down quantities for the condenser water system(s). The Contractor is responsible for the installation of wiring between the meters and the BAS monitoring panel.

All control and monitoring equipment will be the property of the Government upon installation; the Contractor shall have responsibility for maintaining (and if necessary replacing) this equipment for the duration of the contract. The liability threshold for Repairs does not apply to this equipment; the Contractor has full responsibility.

GSA is to witness the drawing of water samples for the Contractor's laboratory analysis and GSA independent analysis. . The Contractor will provide GSA with a schedule of the dates and times for the drawing of these water samples. Changes in the water sampling schedule must be

provided to the COR at least 2 business days prior to the scheduled water sampling. GSA will provide water bottles for their samples to be placed in.

C.25.6 MONTHLY TESTING (LAB ANALYSIS)

The Contractor shall also draw a set of water samples monthly, for all HVAC water loops which are in active use during that season, for lab analysis. Tests shall be performed as described in the water treatment plan (which should be incorporated into the Building Operating Plan). The monthly samples shall be analyzed by a qualified laboratory, and a monthly report containing all pertinent information, relative to the conditions found, shall be submitted to the COR with the Monthly Progress Report. Makeup water quantities used shall be tracked and reported. Types and quantities of chemicals used shall be tracked and reported.

Not later than the due date for the Monthly Progress Report, the results from the previous month shall be entered into the on-line system provided by the Government.

The Contractor will provide GSA with water samples taken from the Central Utility Plant monthly for independent testing. These samples will be taken at the same time and same locations that the Contractor takes samples for their laboratory analysis. GSA will provide sampling containers for the water and will be responsible to pick up and transport the samples.

C.25.7 DOMESTIC WATER TESTING

The Contractor shall perform laboratory tests of domestic water used for drinking where visual discoloration or occupant complaints arise, if requested by the COR in writing and identified as a reimbursable work order.

C.26 OIL ANALYSIS AND OIL CHANGES

C.26.1 INITIAL AND PERIODIC OIL ANALYSIS

Initial oil analysis for purposes of developing the oil analysis program shall be performed in time to incorporate the program into the Building Operating Plan. The Contractor shall establish and implement an Oil Analysis Program incorporating manufacturer's recommendations and industry best practices and incorporate it into the Building Operating Plan. Documentation shall include periodic oil analysis, test to be performed and frequencies, diagnostic standards, and thresholds for oil changes.

C.26.2 PERIODIC OIL ANALYSIS

For systems located within the Southeast Quadrant, periodic oil analysis must include all engines (e.g., generators, engine-driven fire pumps), air compressors, and chillers of 50 tons or greater cooling capacity. Periodic oil analysis shall be performed no less frequently than annually, and shall be performed prior to annual maintenance requirements so that results may be considered in performing maintenance.

When testing is performed, submit a written report with the next Monthly Progress Report, and enter all test results in the on-line system provided by the Government.

Where oil analysis indicates a need for corrective action, an appropriate work order shall be created in the CMMS and the appropriate corrective action taken.

C.26.3 OIL CHANGES

For systems located within the Southeast Quadrant, oil shall be changed in accordance with the standards in the Public Buildings Service Operations and Maintenance Standards or Manufacturer's recommendation when GSA guidelines are not available.

C.26.4 OIL AND REFRIGERANT ADDITIVES

For systems located within the Southeast Quadrant, oil and refrigerant additives to improve efficiency and longevity of equipment may be used as appropriate when the additive has been demonstrated to be safe and effective. The COR must approve the use of such additives.

C.27 LAMPS AND BALLASTS

The Contractor shall replace failed lamps with new lamps of the same type, temperature color, and a Color Rendering Index (CRI) of at least 85 or shall be replaced when requested by the COR. The Contractor, on behalf of the Government, shall establish and implement a lamping recycling program in accordance with EPA and GSA standards. Lighting for safety should remain on outside of normal working hours.

The Contractor shall maintain the mercury content of all mercury-containing lamps, below 80 picograms per lumen hour, on weighted average, for all mercury-containing lamps acquired for the existing building and associated grounds. If the Contractor cannot find replacement lamps to meet this requirement while maintaining building standard lighting, the Contractor shall immediately bring this to the attention of the COR. The Contractor shall maintain documentation of all purchases of mercury-containing lamps**.**

C.28 ARCHITECTURAL AND STRUCTURAL SYSTEMS MAINTENANCE

The Contractor shall conduct routine inspection and minor maintenance and repair of interior and exterior Architectural and Structural systems components. All replacement items and parts shall be either the same quality or better than the manufacturer's original parts.

The Contractor shall perform all architectural and structural maintenance and repairs or replacements to the building interior and exterior in the buildings listed in Section J. Exhibit 2, Building Information Sheet. Contractor shall insure the integrity of elements and materials in compliance with federal, state and local fire codes**.** The Contractor shall ensure the building is free of missing components or defects that could affect the safety, appearance, or intended use of the facility, or could prevent any Electrical, Mechanical, Fire Protection, plumbing, or structural system from functioning in accordance with its design intent.

Excluded from this requirement is landscaping irrigation systems (except pumps); landscaping plants; asphalt roadways, parking surfaces and asphalt walkways; concrete roadway curbs and parking curb stops; outdoor furniture; parking control devices; or signage. Major roof repair is

not part of the contract requirements. Roof preventive maintenance (PM) and inspection and roof service calls up to the Repair threshold are part of the contract requirements.

The contractor shall repair and maintain all doors and will include all exterior, atrium, powered or specialty doors in the equipment inventory with PM and adjustment schedules.

Repair and replacement work shall be complete, including touch-up painting and operational checks. The quality of the work shall ensure that repaired areas be fully compatible with and match adjacent surfaces or equipment. All replacement items shall be consistent with design documents and match existing in quality, dimension, and material, quality of workmanship, finish, and color.

Painting is considered "touch-up", for purposes of this contract, when it is to repair a specific damaged area of paint. All interior paints in occupied spaces shall be zero-VOC paints, such as Sherwin-Williams Harmony brand or equivalent and be of the same sheen and texture as the paint adjacent to where it is applied. Re-painting to correct for normal wear and tear to painted surfaces over time is not required. Re-striping of parking areas, driveways, roads and vehicle inspection areas is required where striping is damaged or worn in a specific location, but not for general wear and tear of a large area over time. Repairs to pavement are required where a specific location is damaged, but not where an extensive area is degraded. Painting in mechanical areas needed for OSHA compliance or other safety reasons is required.

C.28.1 INTERIOR SIGNAGE AND DIRECTORIES

The Contractor shall Repair damaged interior or exterior signage in accordance with the Repairs provisions herein on a reimbursable basis. Other changes to interior or exterior signage may be ordered from the Contractor as reimbursable items under the Additional Services provisions herein.

C.28.2 FINISHES MAINTENANCE

The Contractor shall ensure finishes are maintained to manufacturer's specifications and levels that preserve a professional appearance and integrity of the protected surface.

The contractor shall provide touch-up paint on repaired surfaces that seamlessly match the surface and condition prior to degradation and repair.

The contractor shall maintain all surfaces to prevent deterioration, change in appearance, degradation, or disintegration of surfaces.

C.28.3 HISTORIC BUILDING PRESERVATION

The Contractor shall provide services that protects and preserves the historical integrity of the building.

The contractor shall consider any building 50 years or older as historically significant, regardless of National Register status. The contractor shall ensure any alteration of the building performed by the contractor or their sub-contractor protects the architectural integrity and compatibility with existing building structural accoutrements.

The Contractor shall consult with the COR and obtain a copy, if available, of the building Historic Building Preservation Plan (HBPP) or Historic Structure Report (HSR) prior to any renovation work performed under this contract of a building 50 years or older.

It may be possible that a HBPP has not been developed for the building(s) at the time of this contract award. In addition to the HBPP or HSR, the Contractor shall obtain a copy of "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings." These documents must be followed for Government purposes in the preservation of buildings.

The Contractor and COR shall examine the requirements of any applicable documents for maintenance recommendations and specifications. Should a conflict exist between applicable documents and contract requirements, the Contractor shall not proceed until directed to do so by the COR.

The Contractor shall protect any work of art (painting, sculpture, carving, etc.), in the project area or close vicinity, from possible damage during any renovation to the structure.

C.28.4 ELEVATOR/VERTICAL TRANSPORTATION ASSOCIATED EQUIPMENT

The Contractor is responsible for maintaining light fixtures, ballasts and lamps installed in elevator cars and within the ceilings of cars. The dollar threshold for elevator/vertical transportation repairs is $2,500.

The Contractor is responsible for maintaining fire protection equipment and systems within hoist ways and pits.

The Contractor is responsible for maintaining lighting, electrical equipment not directly part of elevator systems, and HVAC systems associated with elevator machine rooms and systems**.**

C.29 REPAIRS

C.29.1 GENERAL

The Contractor shall perform reimbursable and non-reimbursable repairs as described in this document. Relatively small value repairs (non-reimbursable repairs) are the responsibility of the Contractor in their entirety, and larger repairs (reimbursable repairs) shall be approved and funded by the Government for the cost amount above the Contractor threshold. If damage is caused by Contactor negligence, the Contractor shall be liable for the full cost of repair, any other provisions notwithstanding. The intent of this Contract is to ensure that most repairs will be accomplished by in-house Contractor personnel. However, the Government recognizes that occasionally there are certain specialized repairs that require specialized skills outside the skill sets of the in house O&M personnel. If the Contractor identifies a repair that they believe is reimbursable and of such a specialized nature that a specialized subcontractor is required to properly complete the repair, the Contractor shall provide written justification in advance, to the CO or designee, for approval of the need to use a subcontractor. The Contractor shall not use subcontractors with the intent of driving up the repair cost so the repair becomes reimbursable. If approved, the cost of the subcontractor's labor and material will be treated as a repair part for the purposes of calculating

the repair cost. The Contractor shall stock commonly used items and have a network of suppliers that will deliver ordered items without any delay.

C.29.2 NON-REIMBURSABLE REPAIRS

A non-reimbursable repair is a repair of $2,500 or less, excluding labor and supervision where labor and supervision does not exceed $2,500. Non-reimbursable repairs are entirely the Contractor's responsibility with no reimbursement by the Government and are included as part of the firm-fixed price of the base contract.

Non-reimbursable repairs shall be completed in accordance with the attached Service Level Agreement (SLA). The work order shall be put into a status field in NCMMS to indicate the nature of any delay, with appropriate remarks.

C.29.3 REIMBURSABLE REPAIRS

Individual repairs exceeding the non-reimbursable repair threshold ($2,500) are considered reimbursable repairs and will be procured by separately funded task orders or awards.

Reimbursable repairs will be identified as single incident, not an accumulation of various repairs. If a single repair exceeds the non-reimbursable repair threshold established by this contract and has been approved and verified by the CO or designee, it becomes a reimbursable repair.

C.29.4 MISCELLANEOUS WORK

Not Applicable.

C.29.5 APPROVAL OF WORK

When the Contractor determines that a repair is needed that exceeds the non-reimbursable repair threshold, the Contractor shall immediately notify the CO or designee of the needed repair along with a budgetary estimate within 48 hours. The CO or their designee shall issue a task order to the Contractor before the Contractor may proceed with the repair. The Contractor may defer performance of the reimbursable repair by placing the corresponding work order into a "waiting for funding" status from the time a valid proposal is given to the CO or their designee until the time an order is given to the Contractor. The time during which the work order is thus deferred will not count against the Contractor in calculating timeliness. The CO or their designee may prohibit the use of subcontractors if the CO or their designee determines the Contractor is unnecessarily driving up the cost of the work and the Contractor's own employees have the skills necessary to perform the work.

C.29.6 INVOICING

Reimbursable repairs authorized by task order/award should be invoiced separately upon completion and acceptance of work. Invoices shall also contain references to NCMMS work order numbers. If the Contractor directly purchased parts or components, copies of receipts shall be attached.

C.29.7 ORDERING REPAIRS FROM OUTSIDE SOURCE

The Government reserves the right to order parts and repairs from an outside source.

C.29.8 FORCE MAJEURE (UNCONTROLLABLE EVENTS)

Deficiencies or breakdowns caused by vandalism, misuse, abuse, or acts of God including natural disasters are fully reimbursable. The Contractor will be reimbursed under the additional services provisions described in this document or the Government will have the work performed by other means at no cost to the Contractor.

C. 29.9 WARRANTIES

The Contractor shall contact installers or manufacturers, as appropriate, for work that is covered under a warranty and maintain records of warranty service. The Contractor shall avoid actions that would invalidate a warranty, unless authorized by the CO or designee. If an installer or manufacturer fails to comply with the terms of a warranty, the Contractor shall immediately notify the CO or designee.

C.29.10 QUALITY OF MATERIALS AND REPLACEMENT PARTS

Replacement components and materials shall be of similar or better quality than the components replaced, considering energy efficiency, operational characteristics, power quality, control and data acquisition, maintainability, and durability. The CO or their designee may require replacement of components with components from the same manufacturer to maintain consistency throughout the building. Materials and parts shall be to building standard and maintain the same appearance as similar materials and parts in the occupied space. Components of control systems shall be replaced so as to maintain the tie-in to the control system with no degradation of data throughput, memory, point capacity, data acquisition, or programmability. Motors shall be replaced with premium efficiency motors as defined by the NEMA MG-1 standard or in compliance with Local utility guide demand-side management rebate guidelines old transformers shall be replaced with NEMA-rated class one efficiency transformers in accordance with the NEMA TP-1 standard. Replacement of variable frequency drives shall be done in accordance with recommendations found in NEMA, Application Guide for AC Adjustable Speed Drive Systems. Energy Star-rated equipment shall be installed where available and when there is no engineering or operational reason not to select an Energy Star product.

C.30 SAFETY, FIRE PROTECTION & ENVIRONMENTAL MANAGEMENT

C.30.1 GENERAL

The Contactor shall comply with all federal, state and local laws and regulations that relate to the maintenance and operation of equipment and systems within the scope of this contract, to include permitting, inspection, and personnel safety, control of hazardous substances, certification, and recordkeeping.

C.30.2 SCHEDULING AND RECORDKEEPING

All required safety and environmental tests, certifications, permits and other procedures required herein shall be scheduled in the CMMS work order system, and documented in the CMMS. In addition, the Contractor shall maintain copies of all such tests, certifications, permits and other required records, as well as furnishing copies to the COR within t working days after completion of work.

C.30.3 REFRIGERANT CONTROL AND CERTIFICATION

The Contractor shall control refrigerants and maintain records in accordance with EPA, GSA**,** and air quality management district standards. The Contractor shall take immediate action to contain refrigerant leaks, and report leaks to the COR.

The Contractor shall maintain and test refrigerant monitors, alarms and purge ventilation systems as part of the maintenance program.

Refrigerant control logs (form furnished by the Government) shall be updated monthly, and a copy sent to the COR not later than the third working day of the next month. The Contractor shall also maintain a set of logs on site, and make this set of logs available to Government inspection.

Contractor employees who come into contact with refrigerants in the course of their duties shall be certified to handle such refrigerants. If equipment containing CFC or HCFC refrigerants is removed from operation under this contract, the Contractor shall recover all refrigerant in the equipment, seal it in appropriate storage containers, and turn it over to the COR.

In the event of fines or penalties levied by the EPA or an Air Quality Management District (AQMD), the Contractor may be charged the cost as a performance deduction under the Adjusting Payments clause.

C.30.4 REFRIGERANT MONITOR TESTING

Chiller room refrigerant monitors, alarm systems, and any associated purge ventilation system shall be tested as part of the Refrigerant Management Program. Testing shall use appropriate media to test sensor(s) as well as alarm circuitry.

C.30.5 AQMD OPERATING PERMITS

The Contractor shall be familiar with the requirements of the local air quality management district (AQMD), and shall be responsible for obtaining operating permits, on behalf of the government, for boilers, generators and other emissions producing equipment regulated by the district. In the event of fines or penalties levied by an AQMD, the Contractor, may be charged, if at fault, the cost as a performance deduction under the Adjusting Payments clause.

The Building Operating Plan must describe the specific local AQMD rules that apply to equipment in the building, and summarize the requirements that must be met. It must state which equipment requires permits or notifications.

C.30.6 UNDERGROUND AND/OR ABOVE GROUND STORAGE TANKS

The Contractor is responsible for compliance with all federal, state and local requirements including, but not limited to the periodic inspection, monitoring, permitting, certification,

maintenance, and recordkeeping of underground and/or above ground storage tanks. If facility has underground storage tanks, the Contractor is responsible for complying with state operator training requirements.

If the facility must comply with Spill Prevention, Control and Countermeasure (SPCC) requirements, the Contractor is responsible for complying with any additional responsibilities required by the facility's SPCC Plan including, but not limited to inspections, training, and recordkeeping.

If underground storage tanks are not furnished with required monitoring systems, or are otherwise not in compliance with current requirements, at the commencement of the contract the Contractor must notify the COR not later than the due date for the Building Operating Plan, and record the deficiencies in the Building Operating Plan**.**

C.30.7 POLYCHLORINATED BIPHENYL (PCB) CONTROL

The Contractor shall inspect all transformers containing polychlorinated biphenyl (PCB) and maintain records of such inspections in accordance with state, local, and Environmental Protection Agency (EPA) regulations. The COR shall be notified immediately if any such equipment is found to contain PCB's, or is suspected of containing PCB's. Equipment verified to contain PCBs, except lighting ballasts, shall be labeled as containing PCBs.

Any transformer leaks of PCB shall be reported immediately to the COR. The Contractor shall inspect all leaks in accordance with state, local, and EPA regulations. The Contractor shall take immediate action to contain all leaks.

There may be PCB containing light ballasts in the building(s) covered by this contract. Replacement and proper disposal of all burned out ballasts, including PCB ballasts, shall be the responsibility of the Contractor.

C.30.8 HAZARDOUS WASTE

The Contractor, in the operation and maintenance or government facilities, shall be cognizant of, and comply with, all federal, state and local laws and regulations related to the storage (including, but not limited to the number of days wastes may be stored on site) and disposal, on behalf of the government, (landfill, sewer discharge, etc.) of hazardous waste and materials used or removed in the performance of the contract, or discharged by the building, and shall comply with all such requirements, to include record keeping requirements (including, but not limited to manifests or records of recycling). Prior to the termination of the contract, copies of all applicable records shall be provided to the Building Manager. The Contractor shall also comply with regulatory or GSA Policy requirements for hazardous waste training.

Fluorescent lamps in any quantity must be recycled. The Contractor, on behalf of the government, shall schedule pickups with a qualified and appropriate contractor, or use fluorescent lamp mailing kits to ship tubes to a qualified and appropriate recycling facility if the facility either generates a very small quantity of lamps, or if the site is in a remote location where a pick up is not feasible.

Prior to the termination of the contract, all hazardous wastes that were generated as a result of the Contractor's service must be removed from the facility.

C.30.9 FACILITY HAZARDS

It is GSA policy to provide safe and healthful facilities for its employees, tenants, contractors, visitors and the general public. GSA will provide for review all available documentation on safety and health hazards and deficiencies for each applicable facility. Such documentation may include safety, health, fire and environmental surveys, asbestos surveys, radon and water test results and other available information.

The contractor shall perform a safety and health inspection of the facility within 30 days after award. Deficiencies identified shall be reported as part of the initial deficiency list, paragraph 3.

C.30.10 WORKPLACE SAFETY

The contractor shall develop a site-specific occupational safety and health program specifically addressing applicable components of 29 CFR 1910 and 29 CFR 1926. As a minimum, the contractor's safety and health program shall include the areas cited in paragraph 11.2. A safety and health plan shall be submitted to the COR for review and approval 30 days after award. By approving the plan GSA assumes no responsibility for the contractor's occupational safety and health program.

C.30.11 ELECTRICAL SAFETY

The contractor shall comply with NFPA 70E when working on or around electrical equipment or systems. The contractor will ensure that areas restricted to qualified personnel are secured and properly labeled. The contractor shall ensure arc flash analyses have been performed and areas appropriately labeled as per NFPA 70E. Deficiencies shall be reported to the COR NLT 30 days after award. GSA shall perform any needed arc flash analyses and labeling. The contractor shall ensure that employees who work on electrical equipment or systems are qualified for such work.

C.30.12 FALL PROTECTION

The contractor shall develop specific fall protection procedures for work on roofs, equipment and other areas at elevation. The contractor shall ensure fall protection equipment is provided to their employees and that employees are adequately trained.

C.30.13 WINDOW WASHING EQUIPMENT

The Contractor shall inspect and certify window washing suspension equipment in accordance with ANSI/IWCA I-14.1, and provide copies of such certifications to the COR.

C.30.14 LOCK-OUT / TAG-OUT

The Contractor shall develop a lock-out / tag-out program in accordance with 29 CFR 1910. The program shall include all anticipated energy sources including but not limited to, electricity, steam, pressurized fluids and mechanical energy. The Contractor must communicate the lock-out / tag-out program to all other affected contractors. The Contractor shall lock-out / tag-out fluorescent lights when replacing ballasts.

C.30.15 CONFINED SPACES

The Contractor, working in cooperation with the government, shall identify and label all confined spaces in accordance with OSHA requirements.

The contractor, working in cooperation with the government, shall develop a confined space entry permit system for all permit-required confined spaces within 60 calendar days of the government's acceptance of the building.

C.30.16 ASBESTOS MANAGEMENT

The FDA campus contains new and renovated buildings that do not contain any known asbestos containing materials. Should the Contractor come across suspected asbestos containing materials the Contractor shall stop work and contract the COR.

C.30.17 HAZARDOUS MATERIALS

The Contractor shall make material safety data sheets (MSDS) available to their employees in accordance with 29 CFR 1910.1200. MSDSs shall also be made available to the COR on request.

The Contractor shall prepare and submit a hazardous materials inventory as an appendix to the Building Operating Plan. This shall itemize all materials of a type as to be sold with a MSDS, and approximate quantities stored or to be stored. This shall be updated and resubmitted annually by September 30 of each year.

C.30.18 RADON MITIGATION

The Contractor shall repair and maintain all radon mitigation equipment. The radon mitigation equipment PM program shall be included n the equipment inventory.

C.30.19 BOILER/PRESSURE VESSEL OPERATION AND INSPECTION STANDARDS

Boiler operation and inspections shall be in accordance with:

1. ASME Boiler and Pressure Vessel Code;
2. National Board Inspection Code;
3. Environmental Protection Agency and local air quality management district requirements.

Boiler inspections shall include internal and external (operating) inspections and tests described in Chapter 2 "Inspection of Boiler and Pressure Vessels" of NBIC. The Contractor shall require the inspector to complete GSA Form 349 (Inspection Report of Boiler) for each boiler inspected. The Contractor shall have unfired pressure vessels with design operating pressure in excess of 60 p.s.i. and having a capacity in excess of 15 gallons inspected annually. The Contractor shall complete GSA Form 350, (Inspection Report of Unfired Pressure Vessels) for each unfired pressure vessel inspected. A GSA Form 1034 (Certificate of Inspection) shall be completed and posted on or near the equipment. Inspections shall be made by inspectors certified by the National Board of Boiler and Pressure Vessel Inspectors, and must be employed by an independent firm specializing in boiler and unfired pressure vessel inspections within 5 working days after completion of work.

C.30.20 BACKFLOW PREVENTION DEVICES

The Contractor shall be responsible for maintenance of all existing backflow prevention devices, as well as obtaining applicable testing certifications of backflow prevention devices as prescribed

by state and local laws, ordinances, and regulations. While the Government will generally pass on to the Contractor backflow testing notices received from local water districts or other local authorities, the Contractor is responsible for timely completion and submission of such test results regardless of receipt of such notices.

Backflow prevention devices used on water based fire suppression systems shall be inspected, tested and maintained in accordance with NFPA 25.

C.30.21 POTABLE WATER SYSTEMS

The Contractor shall comply with The Safe Drinking Water Act, PL 99-339, as amended, and the Environmental Protection Agency Safe Drinking Water regulations (40 CFR 141.43, sections A and D), which address the quantity of lead allowable in new installations or repairs to existing drinking water systems and/or plumbing. Potable water systems which are repaired, modified, serviced or breeched in any way shall be disinfected and flushed prior to returning the system to service.

C.30.22 HAZARDOUS SIGNAGE/LABELING

The Contractor shall label equipment, storage areas and workspaces in accordance with OSHA standards immediately after commencement of the contract if such labels are not already in place and current.

C.31 FIRE PROTECTION

C.31.1 GENERAL

The inspection, testing, repairs, and maintenance of all fire protection equipment and systems shall be in accordance with the requirements in the applicable NFPA code or standard.

C.31.2 FIRE ALARM SYSTEM TESTING

The Contractor shall cooperate and occasionally assist the GSA Fire Alarm Shop with testing of the fire alarm and notification systems, if requested. Assistance requested for other than Normal Working Hours will be on a reimbursable basis. Testing of sprinkler components will be tested concurrently with Fire Alarm devices and coordinated with the GSA Fire Alarm Shop.

!!!IN NO CASE SHALL THE FIRE ALARM SYSTEMS BE LEFT IN A DISABLED CONDITION WITHOUT NOTIFYING THE COR!!!

C.31.3 FIRE DRILLS

Upon request of the COR, typically annually, the Contractor shall provide complete assistance to conduct a building-wide fire drill during Normal Working Hours. The Contractor shall review procedures with the COR in advance of the drill, and coordinate with other parties such as the local fire department as applicable.

C.31.4 WATER BASED FIRE SUPPRESSION SYSTEM INSPECTION, TESTING & MAINTENANCE

The inspection, testing, and maintenance of all water based fire suppression system equipment and components such as, but not limited to, valves, sprinklers, couplings, piping, connections, water motor gongs and alerting devices, standpipes, backflow prevention devices, private fire

service mains, fire pumps, fire pump test headers, etc., shall be performed in accordance with the requirements in NFPA 25.

The contractor is responsible for meeting the inspection, maintenance, testing frequencies, and testing methods outlined in NFPA 25. These services may be subcontracted by the Contractor but must be coordinated through GSA Fire Alarm. However, if these services are subcontracted, the Contractor continues to be required to respond to, and take appropriate action on, any activation of the above equipment as a part of the basic services of this contract.

All water based fire suppression system testing, with the exception of interconnected building functions, shall be performed after normal working hours. The Contractor shall provide a fire watch in areas left unprotected for more than 4 hours within a 24 hour period until the water based fire suppression systems are completely restored to service.

!!!IN NO CASE SHALL ANY WATER BASED FIRE SUPPRESSION SYSTEM BE LEFT IN A DISABLED CONDITION WITHOUT NOTIFYING THE COR!!!

Documentation of the above mentioned Inspection, Maintenance, and Testing results shall be recorded on the applicable report format from NFPA 25.

C.31.5 FIRE DOORS AND WINDOWS
Fire doors and windows shall be inspected, tested and maintained in accordance with NFPA 80.

C.31.6 FIRE AND SMOKE DAMPERS
Fire and smoke dampers not connected to the fire alarm system shall be inspected, tested and maintained in accordance with NFPA 90A.

C.31.7 NON-WATER BASED FIRE EXTINGUISHING SYSTEMS
Non-water based fire extinguishing systems (e.g., carbon dioxide, clean agent gases) shall be inspected, tested and maintained in accordance with the applicable NFPA standard (e.g., NFPA 12, 17, 17A, 96, 2001, etc.).

C.31.8 EMERGENCY AND STANDBY POWER SYSTEMS
Emergency and standby power systems shall be inspected, tested and maintained in accordance with NFPA 110 and NFPA 111 as applicable.

C.31.9 EMERGENCY LIGHTING AND EXIT SIGNAGE
Emergency lighting and exit signage shall be inspected, tested and maintained in accordance with NFPA 101.

Annually the Contractor shall disconnect all power from the building to test emergency systems including but not limited to the emergency power generator systems. The Contractor shall verify performance of all emergency systems (lighting shall be spot checked), and create Work Orders for all deficiencies noted. Battery backup emergency power shall be tested by removing such circuits from emergency power.

Because such generator tests are disruptive, the Contractor shall schedule such tests at least a month in advance, and may have to reschedule in accordance with occupant concerns. If the Government wants to be present to witness such tests, scheduling shall be coordinated with the COR for this purpose.

C.32 MAINTENANCE AND REPAIR OF VERTICAL TRANSPORTATION SYSTEMS

The contractor shall provide all management, supervision, labor, materials, supplies, repair parts, tools, and equipment and shall coordinate and ensure the effective and economical operation, maintenance, and repair of the facility equipment as specified in this contract.

C.32.1 PERFORMANCE REQUIREMENTS

(1) All elevator operations, tests, inspections, maintenance, alterations, and repairs performed under this contract shall comply with the latest editions of the American Society of Mechanical Engineers (ASME) publication A17.1, "Safety Code for Elevators and Escalators." Throughout this specification, these documents will be referred to as "the Code".

(2) The Government will be responsible for the cost of any additional permits, fees, and third-party inspections.

(3) Subject to the capability of the equipment, the Contractor shall ensure that the original operating criteria are maintained at all times for each elevator.

(a) Maximum capacity in pounds
(b) Rated speed in feet per minute
(c) Performance time measured brake to brake
(d) Door operation
(e) Traffic handling capabilities
(f) Response times
(g) Ride quality

(4) Acceptable performance will be based on Items (3)(a) through (g) above, and a down-time percentage for each elevator of not more than three percent per year, a maximum of three service calls per month per elevator, and level or decreasing trend in service calls. An increased frequency in service calls is not considered acceptable performance.

C32.2 MAN-HOUR REQUIREMENT:

The Contractor shall have a minimum of one (1) onsite journeyman mechanic. The duty hours shall be from 6:00AM through 6:00PM each Government workday. The contractor shall assign additional elevator personnel to the building(s) as required by the work volume to accomplish all preventive maintenance, repairs, and service calls and all other contract requirements within the COR approved time frames. The contractor's on-site elevator

mechanics shall wear a cell phone or telephone message beeper at all times during Contractor work hours. The on-site elevator mechanic shall immediately return telephone calls to the COR when requested by the telephone beeper. The contractor's beeper shall be kept fully functional at all times. The hours identified above shall be known as Contractor Work Hours.

C.32.3 GENERAL REQUIREMENTS

A. . The importance of maintaining this equipment in a safe and satisfactory operating condition, demands that the contractor must submit documentation that he, or his subcontractor, has maintained for a minimum period of 3-years, elevator equipment of the same manufactures found under this contract. Controls or systems as follows:

(1) Electro-Mechanical Controls.
(2) Solid State Speed Regulators and Controls.

C. The use of a subcontractor for unforeseen reasons shall have prior approval from the CO to be used in the performance of this contract, and shall be so stated**.** Subcontractors shall be identified by name **with the technical proposal**, and shall list two (2) references from clients for whom they have performed similar maintenance and repair functions as defined by this specification.

D The Government reserves the right, to reduce monthly payments for any piece of equipment that is scheduled to be taken out of service in excess of 15 days.

E. The Government reserves the right to make deductions in contract payments for any piece of equipment removed from service for repair by the GSA's elevator inspector or by the contractor, exceeding the outage requirement of the contract, or due to the contractor's inability to repair the equipment or restore it to service. The number of days for the outage shall be calculated from the first full day of outage to the first full day before being restored to service. No deductions will be made if the COR relieves the contractor of this completion date in writing due to circumstances beyond the contractor's control.

F. The contractor shall direct any request for an extension to fulfill the requirements of this contract to the COR, and the COR will accept or reject the contractor's request on a case by case basis.

G. Exchanging parts between pieces of equipment for any reason, is prohibited under this contract.

H. The contractor shall provide the COR an updated emergency telephone list that’s local and manned 24 hours a day, and 7 days a week by responsible contract personnel.

I. The contractor onsite employees shall wear uniforms. The uniform shall have the contractors name easily identifiable and attached in a permanent or semi-permanent

manner, such as a badge or monogram. Employees shall be required to present a neat appearance.

C.32.4 ELEVATOR REPAIRS

A. The contractor shall immediately start all repairs necessary to ensure continuity of operations and return all equipment to service as soon as possible. **All repairs, when possible, shall be completed within 72 hours** from the contractor's receipt of a Service Call Report or GSA Form 3423, Mechanical Contract Inspection Report, or otherwise in writing by the COR. There will be no reimbursement under **$2,500; repairs in excess of $2,500 will be fully reimbursed per section C.29 Repairs**.

B. The contractor shall prepare written justification for all repairs expected to exceed the 72-hour limitation and/or the **$2,500** reimbursement threshold. The COR is authorized to waive the 72 hour requirement, and he shall notify the contractor in writing of the new date the repair must be completed. The COR, at his discretion, may initiate deduction proceedings if in his opinion, after 72 hours, the repair is not proceeding as agreed to by the contractor or as directed by the COR.

C. The contractor shall advise the COR on the progress of all repairs on a daily basis. Work shall not be delayed in order to notify the COR except where guarantees or warranties are involved, in which case, the COR shall be notified prior to repairs being made.

C32.5 INITIAL JOINT INSPECTION OF PRE-EXISTING DEFICIENCIES

A. On **a mutually agreeable** date not less than **15 days after contract start date**, the new contractor and the GSA elevator inspector shall together make a complete inspection of all mechanical and electrical systems and equipment in the buildings covered by this contract.

B. The new contractor shall submit to the COR within **15 days before contract start date**, a report listing all deficiencies noted during the joint inspection. The contractor shall use the "Existing Deficiency Decision Matrix" form, which can be found in **Exhibit 8**, for this purpose.

C. If the deficiencies are not completed by existing contractor, the sum of the cost to accomplish the deficiencies repairs shall be deducted from his final payment. In this instance, the following procedure will apply:

(1) The contractor shall submit a proposal for each repair on the deficiency list not corrected by existing contractor (proposal shall not include G&A or profit for labor if there is a match to a CLIN in this solicitation/contract).

(2) If necessary, negotiations will be initiated between the new contractor and the CO to reach an agreement on a price for each repair.

(3) In the event, the parties cannot agree on a price, the CO will establish a price for each repair. The contractor may file a claim to the CO for any amount in dispute (reference the disputes clause. The contractor shall not delay commencement of any repair, while waiting for the processing of their claim.

(4) When a deficiency repair is determined to be an emergency by the COR, the contractor shall proceed immediately with the repair, after receiving oral or written direction from the COR. The COR will determine a "Fair and Reasonable" price for the deficiency repair upon receipt of a written cost proposal from the contractor. This written cost proposal is due to the COR within 72 hours after the COR requests the same. Providing this cost proposal shall not be reason to delay the completion of the deficiency repair(s).

NOTE: The Government will reimburse the contractor for the cost of any initial repairs identified on the Existing Deficiency Decision Matrix and requested by the COR in writing. Reimbursement will be processed on a GSA Form 300, Order for Supplies or Services.

(5) The Government reserves the right to have these initial pre-existing deficiency repairs accomplished by parties other than the contractor.

D. Should the new contractor's inspection disclose any deficiencies which present a safety or health hazard, the hazard shall immediately be brought to the attention of the COR.

E. It shall be the new contractor's responsibility to identify the equipment and systems defined in this contract and to physically label each piece of equipment not currently labeled, by stencil, decal, or other acceptable means approved by the COR.

F. The new contractor shall ensure that the following items and materials be located in each machine room within 30 days after government acceptance of the building:

(1) Schematic wiring diagrams.
(2) Sequence of operation manuals.
(3) Parts manuals applicable to the particular type of equipment being maintained under this contract.

G. The contractor shall furnish all unavailable schematic wiring diagrams and related literature and this information shall remain the property of the Government, to be turned over to the COR at the end of this contract. The cost of such materials not returned by the contractor at the expiration of this contract shall be deducted from the contractor's final payment.

C.32.6 ELEVATOR PREVENTIVE MAINTENANCE (PM)

A. The contractor shall use the Preventive Maintenance (PM) Guide Cards provided to perform scheduled preventive maintenance. The PM Guides shall be the minimum requirements to be performed on the equipment listed in Section J, **Exhibit 5**, Building Equipment Labeling/CMMS Data Sheet.

The contractor shall develop a preventive maintenance schedule for all elevator equipment identified. The preventive maintenance schedule shall be submitted to the COR for approval with the CMMS Datasheets**.**

B. **Check Charts:** The contractor shall develop, properly use, and maintain preventive maintenance check charts for each elevator and any other pieces of equipment covered by this specification. The elevator check charts shall be posted and left in the respective elevator machine room. Check charts used for other equipment shall be posted as directed by the COR. Entries on each chart shall be made by contractor personnel to indicate the completion status of all maintenance items and shall be initialed by the contractor's supervisor for validation that scheduled maintenance has been completed and inspected by the supervisor on a weekly basis. Contractor provided check charts are subject to COR approval prior to use by the contractor **10 days after government acceptance of the building.**

C. The contractor shall make necessary repairs up to $2000 found during the performance of scheduled preventive maintenance at no additional cost to the Government. There will be no reimbursement under **$2,500; repairs in excess of $2,500 will be fully reimbursed per Section C.29 Repairs.**

D. The Contractor shall be responsible for examining, equalizing tension, and lubricating all hoisting ropes as part of the Preventive Maintenance requirements. The Contractor is responsible for shortening and adjusting all hoisting ropes, compensating ropes, and governor ropes and all other wire ropes, pursuant to ASME A17.1. Evidence of "Red Rust" (rouge) shall be cause for the Contractor to obtain and install new ropes at no additional cost to the Government, if replacement is determined necessary by the GSA elevator inspector.

(1) The Government reserves the right to have the Contractor shorten hoisting ropes in the event "runby" clearances between the counterweight buffer and striker plate becomes less than six inches as part of this contract price.

E. **System Light Replacement:** The contractor shall inspect all elevator related equipment and systems, including all equipment areas, at intervals so as to have all lights functioning at any given time. During the monthly maintenance, the contractor shall replace burnt out equipment lamps including signal and accessory equipment lights, emergency lights, and fluorescent tubes as required to maintain all lights operable. All incandescent light bulbs shall be 130 volt, 60 watt. Replacement of defective receptacles, light fixtures and light sockets shall be the responsibility of the contractor.

F. **Emergency Lights:** The elevator cab emergency lights will be tested monthly to ensure proper operation. The contractor is responsible for the replacement of all defective units.

G. **Guide Rails:** The contractor shall maintain all guide rails free of rust, where roller guides are used and shall properly lubricate sliding guides when they are installed. GSA reserves the right to have the contractor coat all guide rails with "Prussian Blue" (dye) to prevent oxidation.

H. **Cleaning Requirements:** Cleaning and refinishing of the elevator cab interior and the exterior hoist way doors and frames are not a responsibility of the CFM contractor.

(1) Cleaning of the elevator fan and cab light diffusers is the responsibility of the contractor.
(2) Cleaning the hoist way door and car gate sills is the responsibility of the contractor.
(3) The contractor shall be responsible for maintaining all storage rooms, mechanical rooms, machine rooms, pits and related equipment areas free of trash, unusable materials and in a broom clean and dust free condition.

I **Telephones and Conductors:** The contractor shall be responsible for all telephone conductors within the hoist way and elevator cab. The contractor shall be responsible for the replacement and programming of telephones at no additional cost to the Federal Government. All telephones related to elevator equipment operations shall be checked biweekly and deficiencies reported in writing immediately to the COR. The contractor shall correct all deficiencies found during this biweekly inspection.

J. **Electrical Wiring:** The contractor shall be responsible for repairing and replacing all electrical wiring and conductors extending to the equipment and systems from circuit breakers or main line switches. Machine room main line disconnect fuses are included. Circuit breakers or main line switches are excluded.

K. **Wiring changes:** The contractor shall not change or alter the existing elevator equipment or any electrical circuits, wiring, controls, or sequencing without written authorization from the COR. The COR must have all changes reviewed by the Vertical Transportation Section prior to any modifications. If changes are authorized, the contractor shall make appropriate revisions to the elevator drawings and specifications**.** All parts or components installed, or improvements made, by the contractor during the term of this contract shall become and remain the property of the Government.

L. **Diagnostic and Monitoring Systems:** The Contractor shall be responsible for all diagnostic and monitoring systems within the machine rooms and other remote locations in the buildings. The Contractor shall be responsible for the replacement and programming these systems at no additional cost to the Federal Government.

C.32.7 INSPECTION AND TESTING REQUIREMENTS

A. The Government reserves the right to require the contractor to conduct inspections and tests on elevators and related equipment, as necessary. The GSA elevator inspector shall require the contractor to perform inspections and testing, to the extent necessary, to determine that all contractor performed services have been satisfactorily completed and meet all ASME A17.1 requirements. **All tests and inspections shall be conducted in the presence of a GSA elevator inspector.**

B. The contractor shall make available the uninterrupted services of at least one elevator mechanic to accompany the designated GSA elevator inspector during **all** elevator and inspections and testing procedures. The COR reserves the right to make the final determination as to the replacement or repair of mechanical item(s) which the GSA elevator inspector has found and determined to be deficient during elevator and other related equipment inspections.

C. Periodic (annual) inspections are required by AMSE A17.1 and GSA policy and shall be witnessed by a GSA elevator inspector. The contractor will be furnished copies of the annual inspection reports after the inspections are completed by the GSA's elevator inspector. These annual inspections are for the renewal of annual elevator inspection certificates. The COR's elevator inspector will list deficiencies found during such inspections requiring correction by the contractor.

D. The contractor shall correct all deficiencies found during any inspection or testing procedure determined by the COR to be a maintenance or repair item. The contractor shall notify the COR immediately in writing when these repairs have been completed and that a re-inspection can be made.

Annual Joint Inspections: Within 2 months of the expiration of the initial contract period or any option period, the contractor and the GSA elevator inspector shall make a thorough joint inspection of all equipment covered under this contract. The contractor shall correct all deficiencies by performing preventive maintenance or repairs. The contractor shall notify the COR in writing 5 days after all corrective actions have been taken and re-inspection of the corrective actions shall be made by a GSA elevator inspector.

E. **Speed Tests**: The contractor shall test all elevators to determine if they are operating at their rated speed. This test shall be accomplished within **90 days after one year from the government acceptance of the building**, and shall be scheduled yearly thereafter, to ensure that the rated speeds are maintained. The initial test required within 90 days of installation will be performed by the elevator installer. All necessary adjustments shall be accomplished by the contractor to attain rated speeds. The contractor shall notify the COR in writing, of each elevator's operating speed **within 15 days after such test completion**. Speed tests shall be scheduled through and with the written approval of the COR.

F. **Firefighter Service Test:** The contractor shall test the firefighters' service recall system for each elevator on a monthly basis according to all the requirements of A17.1. The

contractor shall provide the test results to the COR on the "Elevator Firefighter Service Recall System Report Form," found at the end of this exhibit, **5 days after test completion**. All tests shall be performed during other than contractor work hours at no additional cost to the Government. Firefighter service testing shall begin within the first month of this contract and continue each month thereafter.

G. 5-Year Test: The 5-year governor, safety, and buffer test shall be performed in the presence of a GSA elevator inspector when and if due as required by A17.1 during the term of this contract. The results of such testing shall be provided to the COR **10 days after test completion**. The contractor is responsible to ensure that all equipment is in proper operating condition before tests are conducted and shall notify the COR in writing of the equipment conditions before proceeding with the testing. The contractor shall correct any deficiencies discovered during the 5-year testing procedures and shall correct any deficiencies caused by the testing, immediately upon completion of all tests. Any needed repairs shall immediately be identified to the COR after test completion. The contractor shall notify the COR in writing within **15 calendar days after completing repairs which are a result of the test procedures**.

H. Group Supervisory Control System Test: The contractor shall test the scheduling, dispatching, logic systems, and emergency service features, where installed, and shall adjust same for proper operation, in compliance with A17.1 and the manufacturer's specifications. A written report indicating adjustment time intervals, dispatch times on various programs, door standing time, door opening and closing speeds and door pressure at various operating speed(s) shall be furnished to the COR **5 calendar days after test completion**. This work is required to be completed within **90 days after one year from the government acceptance of the building**, and scheduled yearly thereafter. The initial test required within 90 days of installation will be performed by the elevator installer.

I. All elevator service calls and repairs are subject to inspection and acceptance by the GSA elevator inspectors and such work shall be performed in compliance with the latest edition of ASME A17.1 and the National Electrical Code.

J. Joint Phase Out Inspection: Within 2 months of the expiration of the initial contract period or any option period, the contractor and the GSA elevator inspector shall make a thorough joint inspection of all equipment covered under this contract. The contractor shall correct all deficiencies by performing preventive maintenance for repairs. The contractor shall notify the COR in writing 5 days after all corrective actions have been taken and re-inspection of the corrective actions and repairs shall be made by the GSA elevator inspector.

C.32.8 ELEVATOR QUALITY CONTROL PROGRAM (QCP)

The contractor shall establish a complete Elevator Quality Control Program (QCP) to assure the requirements of the contract are met as specified. The program shall include as a minimum, but not be limited to the following:

(1) An inspection system covering all the services required under this specification for operation, maintenance, and repair of elevator systems and related equipment.
(2) A checklist to be used by the contractor in inspecting contract performance during inspections. A list of names and qualifications and the extent of their authority of the individuals who will be performing the inspections shall be submitted for CO acceptance.
(3) The checklist shall include every area of the operation, maintenance, and repair of the mechanical and electrical systems and equipment as defined in the contract specifications. This shall contain the signatures of both the mechanic and his supervisor.
(4) A system for identifying and correcting deficiencies in the quality of services provided by the contractor before the level of performance becomes unacceptable and the Government inspectors identify deficiencies.

B. A file containing all inspections conducted by the contractor and the corrective actions taken to correct the deficiencies shall be maintained. This report shall be given to the CO or the COR each month by the supervisor. The supervisor will meet each month with either the CO or the COR to assure all contract requirements are being met satisfactorily.

C. The contractor shall comply with all applicable safety and occupational health requirements set forth in 29 CFR 1910, OSHA'S General Industry Standard. The contractor shall in writing report any unsafe/hazardous conditions once they become aware of them. The contractor shall report immediately in writing any incidents where Government property is damaged or building occupant injuries has occurred. The contractor shall be responsible for all damages caused by the negligence of their employees.

D. **KEY CONTROL PLAN:** The contractor shall establish a key control plan ensuring that all keys issued to the contractor by the Government are controlled and accounted for, and are not lost, misplaced, or used by unauthorized personnel. No keys issued to the contractor by the Government shall be duplicated. The contractor shall report in writing loss of any keys within 12 clock hours of occurrence or at the beginning of the next scheduled workday. If a key is lost the lock for that room will be replaced by the Government and the total cost deducted from the contractor's monthly payment. In the event the contractor loses a master key, all locks and keys for that system will be replaced by the Government, and the total cost shall be borne by the contractor.

C.32.9 REIMBURSABLE ELEVATOR OPERATING SERVICES

A. Emergency Callback Service:

(1) The contractor shall provide Emergency Callback Service at other than contractor Work Hours. The contractor personnel shall be on-site for any malfunction within 10 minutes of any emergency request received by telephone or otherwise from GSA Control Center, the COR, or the COR's representative. A written report of the problem, corrective action taken, man-hours expended, and materials used

shall be submitted to the COR within 24 hours after the completion of the work. Emergency callback service shall be performed during each workday, weekend, and holiday.

(2) Reimbursement for Emergency Callback Service shall be at the rate quoted by the contractor in Part I continuation to SF 1449. The contractor shall be reimbursed via a separate procurement action.

B. Reimbursable Repairs Performed During Contractor Work Hours:
Reimbursable repairs performed during contractor work hours, on an as requested basis, will be funded at the hourly rate quoted in Part I continuation to SF 1449 of this contract. These hourly rates will be used for any reimbursement to the Contractor for Government funded repairs of preexisting deficiencies. The contractor will be reimbursed via a separate procurement.

C. Reimbursable Repairs Performed At Other Than Contractor Work Hours:
Reimbursable repairs performed at other than contractor's work hours will be funded at the hourly rate quoted in Part I continuation to SF 1449 of this contract. These hourly rates will be used for any reimbursement to the contractor for Government funded repairs of preexisting deficiencies. This will be a separate procurement.

C.32.10 FORMS SUPPLIED BY THE GOVERNMENT

The following GSA Forms are to be used by the contractor in reporting completed operations, maintenance and repair work:

GSA Form 55	Certificate of Elevator Inspection
GSA Form 139	Record of Time of Arrival and Departure from Buildings
GSA Form 376	Elevator Inspection Report
GSA Form 1736	Equipment Inventory List
GSA Form 1897	Maintenance Authorization
GSA Form 3423	Mechanical Contract Inspection Report
N/A	Elevator Firefighter Service Recall System Report

C.32.11 SERVICE CALLS

(see Section C.14 of this contract)

C.32.12 EQUIPMENT DISMANTLING AND SCHEDULING FOR SERVICE

A. The COR shall be notified in writing by the contractor **24 hours in advance** when any equipment or systems require dismantling for repair or maintenance.

B. When it becomes necessary to remove equipment or systems from service for more than 2 hours it shall be the responsibility of the contractor to place "Out of Service" signs at each landing served by the equipment.

C. The contractor shall be responsible for starting and stopping all elevators during scheduled maintenance inspections or at any other time as defined by the COR.

D. The contractor shall not make wiring changes, alterations, or any other permanent changes to the equipment or systems without prior written approval from the Vertical Transportation Section. The contractor shall reflect all approved changes on equipment wiring diagrams and related operation literature.

C.32.13 SPECIAL REPORTING REQUIREMENTS

A. In the event of a reported physical injury, service interruption, accident involving equipment damage or equipment fire, the contractor shall immediately secure the equipment and notify the COR. The contractor shall await the arrival of the GSA's elevator inspector before starting any corrective action on the equipment. The contractor personnel shall be made available to make the necessary tests and examinations to determine causes relative to the incident in the presence of the GSA's elevator inspector. The contractor will verify in writing to the COR the safety condition of any piece of equipment covered by this specification prior to its restoration to service, once the equipment has been removed from service.

B. The contractor shall report daily to the COR, any equipment out of service at the end of each regular Government workday.

C. Refer to Part IV Specifications, for additional contractor reporting requirements.

C.32.14 REPLACEMENT PARTS AND SUPPLIES

A. All replacement parts, lubricants and any other materials used in the performance of this contract must be of the type, quality, grade, and possess all other appropriate characteristics as recommended by the respective equipment manufacturer.

B. The contractor shall maintain at the job-site, a supply of spare parts sufficient for the normal maintenance and expedient repair of the elevators and equipment covered by this contract. The supplying and replacing of bulbs or fluorescent tubes for car lights are included. Flooring on elevator car platforms is excluded. The contractor shall provide at the building, metal storage cabinet(s), repair parts, and metal containers for storage of waste and other flammable materials. It is the responsibility of the contractor to remove and properly dispose of all used oil, cleaning solvents, and so forth from the job site. An adequate supply of tools for making repairs without any delay shall be maintained.

C. The contractor shall furnish the COR, by contract start date, a list of the replacement parts and manufacturer's name identifying part numbers, which are on hand and those which will be stocked at the job-site, to be used in the performance of this contract.

D. The COR may request the contractor to provide an itemized list of parts detailing the contractor's cost for each part, manufacturer of each part and the required installation time for each part.

C.33 CRITERIA FOR DEDUCTIONS FOR NON-COMPLIANCE

A. The government's objective is to obtain complete and satisfactory performance of this specification/task order contract. As a final means of remedy, failure to accomplish any work required under this specification/task order contract or satisfactorily accomplishing such work, after due notice to the contractor by the COR, shall constitute a non-compliance event as a deficiency per the specification/task order contract requirements. An assessed deduction shall be made against the Operations and Maintenance (O&M) payment portion in accordance with the below "Non-Compliance Table" for specification/task order contract deficiencies. The "Non-Compliance Table" represents reasonable estimates for deductions per non-compliance events. If the contractor triggers a non-compliance event by not meeting the specification/task order contract requirements, the contractor shall be subject to a deduction based upon the methodology(ies) set forth in the "Non-Compliance Table" below.

B. For the purpose of the "Non-Compliance Table" below, “Due Notice” or “Notice” is defined as a minimum of three (3) working days using any written venue to notify the contractor to remedy and make right the non-compliance and deficient work. If there is no immediate remedy, negotiations shall be conducted by the COR with the contractor in an effort to find some resolution to minimize any impact of operations. If an agreement cannot be reached within seven (7) days, the government reserves final decision authority to determine a monetary assessment to the contractor by using the "Non-Compliance Table" below.

C. For the purpose of the "Non-Compliance Table" below, “Failure” or “Fail” is defined as the deficiency resulting from the contractor’s negligence or willful misconduct or lack of good faith.

D. For the purpose of the "Non-Compliance Table" below, “Response time” or “Response” is defined as the contractor’s time to respond to a service call as documented in the Maximo CMMS as a service ticket.

E. For the purpose of the "Non-Compliance Table" below, “Inspect” or “Inspection” is defined as the inspection of the contractor’s work by an authorized government representative or the COR. Said inspection shall be timely and not exceed seven (7) days from the completion of the work by the contractor.

F. For the purpose of the "Non-Compliance Table" below, “Secure” or “Secure building equipment” is defined as implementing reasonable measures to protect further damage to equipment and property until full repairs can be completed. As an example: In order to secure a damaged pipe, closing the local valve to prevent further leaking is acceptable.

G. Preventative Maintenance (PM) work is warranted for the frequency of the PM schedule and is prorated to the duration of the PM frequency. As an example: PM work performed quarterly is warranted for three (3) months and the warranty is prorated for the three (3) month period.

H. Repair Work provided by this contract is warranted (labor and materials) for a period of one (1) year from the point of service.

I. The contractor will not be responsible for failure to operate or start equipment when the equipment is not functional and out of service due to a previously documented repair within the Maximo CMMS.

J. The timely completion of PM work will be measured using monthly PM completion reports drawn from the Maximo CMMS. The contractor shall be allowed a reasonable start-up period

to validate PM schedules and manpower loading before the "Non-Compliance Table" below is imposed.

K. Any deductions as a result of non-compliance shall only be deducted against the prior month's payment portion of the Operations and Maintenance (O&M), of this task order contract.

L. In no event, shall contractor's total liability arising out of or as a result of performance or non-performance under the agreement for ESPC I (Delivery Order P1102MK0517) exceed $400,000 per occurrence and $8,000,000 over the entire contract period.
In no event, shall contractor's total liability arising out of or as a result of performance or non-performance under the agreement for ESPC II (Delivery Order P1105MK0020) exceed $750,000 per occurrence and $15,000,000 over the entire contract period.
In no event, shall contractor's total liability arising out of or as a result of its performance or non-performance under the agreement ESPC III (Task Order GS-P-11-11-MK-002) exceed $1,000,000 per occurrence and $20,000,000 over the entire contract period.

M. The methodology(ies) contained in the "Non-Compliance Table" below represents the Government's sole monetary remedy, and the contractor's sole liability, for the contractor's failure to accomplish any work required under, or to comply with, this task order contract.

DEDUCTIONS FOR NON-COMPLIANCE TABLE		
Cause of Deduction / Non-Compliance Event	**Monitoring Period**	**Calculation of Deduction**
A. Failure to be on-site within the specified time in response to a request from authorized personnel, for Emergency Callback Services (at other than Occupant Work Hours)	Daily	**A.** Contractor shall be held liable in accordance with the terms of the parent contract for all costs incurred by the Government resulting from the contractor's failure to respond within the specified time.
B. Failure to respond to a request for service issued by the COR, his representative or GSA Control Center for a response to an emergency during Occupant Work Hours within the time frame as defined in this contract.	Daily	**B.** The contractor shall be held liable in accordance with the terms of the parent contract for all costs incurred by the Government, resulting from the contractor's failure to respond within the specified time.
C. Contractor's failure to properly operate any equipment or system covered by this contract.	Daily	**C.** The contractor shall be held liable in accordance with the terms of the parent contract for all costs incurred by the Government due to the contractor's failure to properly operate any equipment or system covered by this contract.

DEDUCTIONS FOR NON-COMPLIANCE TABLE		
Cause of Deduction / Non-Compliance Event	**Monitoring Period**	**Calculation of Deduction**
D. Contractor's failure to perform or to correctly perform Preventative Maintenance as defined by the contract specifications and by the COR approved preventive maintenance schedule or system covered by this contract. **NOTE:** All preventive maintenance must be completed in its entirety. Only fully completed and COR accepted preventive maintenance (PM) guides will be honored for payment under the basic services portion of the contractor's monthly payment. No partial payments will be made to the contractor for PM Guide Check Points that are successfully completed when other PM Guide Check Points on the same PM Guide are not accomplished in an acceptable manner to the COR. All preventive maintenance that is due as a monthly maintenance item must be completed in full or a deduction will be taken. Monthly preventive maintenance cannot be performed late, unless prior approval has been given in writing by the CO /COR based on the Contractor's written request and justification submitted at least 15 days prior to the end of the performance period.	Monthly	**D.** The contractor shall be held liable in accordance with the terms of the parent contract for only administrative costs incurred by the government to have Preventive Maintenance performed by other means or if requested by the COR, to re-perform the unacceptable Preventive Maintenance. If the Preventive Maintenance item can't not be performed by other means the Government will deduct **$100** per hour for non-performed or improperly performed preventive maintenance. Deductions will be calculated by multiplying this hourly rate times the number of hours for non-performed preventive maintenance as shown in the GSA Preventive Maintenance Time and Frequency Standards issued JULY, '97

DEDUCTIONS FOR NON-COMPLIANCE TABLE		
Cause of Deduction / Non-Compliance Event	**Monitoring Period**	**Calculation of Deduction**
E. Failure to provide a response to Routine or Urgent Service Calls.	Daily	**E.** The contractor shall be responsible for providing the required response to routine service calls as defined in this contract. For each hour or portion thereof that the contractor does not provide response, a deduction will be taken by multiplying **$100** per/hour times the number of hours that have expired since the contractor was notified of the service call need, and the actual time the on-site response was provided. This deduction is in addition to any other that may apply.
F. Failure to start-up or operate mechanical equipment as defined in the contractor's approved Building Operating Plan. This includes not having the building or any portion of the building at the appropriate temperatures by start of occupant work hours or not providing ventilation as defined in **Exhibit 4**, "Operational Requirements".		**F.** The deduction taken for contractor failure to start-up or operate any building equipment or systems per the approved building operating plan, shall be **$1000** each hour or portion thereof that services are not provided.
G. Failure to secure building equipment in accordance with the contractor's approved Building Operating Plan.		**G.** Deduction taken for contractor failure to secure building equipment or systems shall be $1000 each hour or portion thereof that equipment is not secured.
H. Failure to complete or satisfactorily perform repairs in accordance with the contract specifications.	Daily	**H.** After due notice, deduction may be taken for work performed which is determined by the CO or COR to be incomplete or unacceptable. Contractor may or may not be allowed to re-perform the work. When re-performance is not allowed, deductions will only be for actual administrative costs incurred by the Government in performing the repairs by other means.

DEDUCTIONS FOR NON-COMPLIANCE TABLE		
Cause of Deduction / Non-Compliance Event	**Monitoring Period**	**Calculation of Deduction**
I. Failure on the part of the contractor to perform contract specifications or follow approved Building Operating Plans, which directly results in occupiable space becoming untenable.	Daily	**I.** A reimbursement based on one of the criteria below may be taken if actions taken by the contractor cause occupiable space to become untenable. The reimbursement will be for the current quoted O&M costs per rental square foot (RFSC) times the rentable square footage of the untenable occupiable space (SFU). **II.** RSFC ($/RSF) X SFU (RSF) = Reimbursement ($) **NOTE:** Occupiable space becoming untenable will be determined by: **A.** The COR, based on health and safety consideration. **B.** The heads of occupant Agencies based on health and safety consideration in the building environment that prevents Agency personnel from effectively performing their duties. When the head of an agency is forced to dismiss workers on administrative leave due to unacceptable building environmental conditions, the space is deemed untenable for purposes of this contract.

DEDUCTIONS FOR NON-COMPLIANCE TABLE		
Cause of Deduction / Non-Compliance Event	**Monitoring Period**	**Calculation of Deduction**
J. Withholding monies for non-submission of contract deliverables, schedules, reports, programs or records specified throughout the contract specification.	Daily	**J.** If the contractor fails to submit approved deliverables, reports, schedules, programs or records by the required submission date, as specified in Sec. F and elsewhere throughout this contract, all payments due the contractor for the value of said deliverable, schedule, report or record may be withheld until the deliverable, schedule, report or record has been submitted and approved by the CO or COR. The value of the deliverable is not to exceed $1000.
K. Failure to have an on-site project manager, supervisory, engineer, and/or any other personnel as required within this solicitation/contract	Daily	**K.** Deduction(s) will be made per each hour at the hourly rate of the missing on-site project manager, supervisory, and/or engineer
L. Failure on the part of the Contractor to notify the COR or the GSA Building Manager by telephone of flooding as defined in section C.19.	Daily	**L.** The contractor shall be held liable for all costs incurred by the Government due to the contractor's failure to notify GSA in a timely manner of flooding conditions per contract specifications, section C.19.
M. Failure to restore electrical power to the White Oak Campus in accordance with the requirements set forth in the "Black Start Failure Table" herein.	Daily	**M.** The contractor will provide reimbursements to the government in accordance with the values established in the "Black Start Failure Table" herein.

C.33.3 PROPOSED BLACK START FAILURE DEDUCTIONS

Subject to negotiation once the design is complete on ESPC III Base.

A. For the purpose of the deduction tables, "Black Start Failure" is defined as the contractor's failure to restore electrical energy to the systems defined herein. Failure of the system, controls of these systems or any part thereof will be administered under other areas of this contract. Systems having manual restart requirements are excluded.

B. Restoration of electrical energy is limited to base building systems. Portable and tenant Agency owned systems are excluded.

C. Restoration of electrical energy to 90% or more of the system components constitutes complete restoration. As an example: 90 out of 100 exits lights operating on battery backup meets the requirement of this section.

D. The Black Start Failure penalty will have a baseline of one hour of lost work time for the following positions at GSA and FDA:

GSA
GSA Property Manager-GS13
Customer Service Manager-GS-14
Building Manager-GS 12
Mechanical Engineering Tech-GS 12
Operations Manager- GS 14
Service Center Deputy Director-GS 15
Service Center Director- GS 15
FDA
Operations Staff (8 employees)
Physical Security Specialist
Johnson Controls Technician
Security consultant/engineer
Guard to monitor SCIF
Director, Office of White Oak Services, SES
Deputy Director, Office of White Oak Services, GM-15

E. The penalty is based on one hour of lost work because any outage, no matter the length, is thought to result in one hour of lost work time for the positions listed above. The salaries used in the baseline will escalate in tandem with the Office of Personnel Management (OPM) Cost of Living Adjustment (COLA) each year. Therefore, when an outage occurs, the salaries within the penalty chart must be updated with the OPM COLA at that time. The penalty amounts will not be cumulative but rather assessed for only the length of the outage and the buildings affected. The full penalty will never exceed the amounts shown in the table at the time of the outage. Partial outages will be determined based on rentable square footage of the areas/building impacted by the outage. GSA will develop the amount of the penalty and formally notify Honeywell of the amount of the deduction from the nearest monthly O&M payment within 30 days of the end of the outage event.

C.33.4 BLACK START FAILURE DEDUCTION TABLE

See table next page

FDA Federal Research Center --White Oak

Black Start Failure Penalty Table

Based on FDA Critical Loads Sheet

Table for use after ESPC III Critical Loads are addressed by CUP control system

FDA White Oak Campus Critical Electric Loads (Prepared by WOCP 4/14/10)

Allowable Down Time		None		60 Seconds		10 Minutes		20 Minutes		30 Minutes (in priority order)	
Equipment/Building Affected		·Exit Signs & egress illumination ·Elevator car lights ·Emergency voice/alarm communication system ·BSL-3 Exhaust Fans (Bldg 52 and 72)		·Fire command center lighting ·Electrically powered fire pumps ·Ventilation & automatic fire detection equipment for pressurized stairwells ·Elevators to reach designated floor including nominal cooling in machine rooms		·Buildings 10 & 52--Vivarium (without cagewashing facilities)		·Security Command Center (Bldg. 2) ·Laboratory freezers (stand alone and walk in) ·MPOP (Bldg 2 &22) ·Emergency Operation Center (Bldg 32) ·Data Center (Bldg 2) ·Auxiliary Computer Systems (Bldg 62) ·All other labs, including water pumps for heating/cooling (Bldgs. 64, 62, 52, 72, and basement of 75) ·Situation Room (Bldg 51) ·Telecom closets for all campus buildings		1. Building 1 2. Child Care Center 3. All Remaining Campus Buildings	
Actual Down Time	30 Seconds	$319.18	25%								
	60 Seconds	$638.36	50%	$319.18	25%						
	5 Minutes	$957.55	75%	$638.36	50%						
	10 Minutes	$1,276.73	100%	$957.55	75%	$319.18	25%				
	15 Minutes	$1,595.91	125%	$1,276.73	100%	$638.36	50%				
	20 Minutes	$1,915.09	150%	$1,595.91	125%	$957.55	75%	$319.18	25%		
	25 Minutes	$2,234.27	175%	$1,915.09	150%	$1,276.73	100%	$638.36	50%		
	30 Minutes	$2,553.46	200%	$2,234.27	175%	$1,595.91	125%	$957.55	75%	$319.18	25%
	35 Minutes	$2,872.64	225%	$2,553.46	200%	$1,915.09	150%	$1,276.73	100%	$638.36	50%
	40 Minutes	$3,191.82	250%	$2,872.64	225%	$2,234.27	175%	$1,595.91	125%	$957.55	75%
	45 Minutes	$3,511.00	275%	$3,191.82	250%	$2,553.46	200%	$1,915.09	150%	$1,276.73	100%
	50 Minutes	$3,830.18	300%	$3,511.00	275%	$2,872.64	225%	$2,234.27	175%	$1,595.91	125%
	55 Minutes	$4,149.37	325%	$3,830.18	300%	$3,191.82	250%	$2,553.46	200%	$1,915.09	150%
	60 Minutes	$4,468.55	350%	$4,149.37	325%	$3,511.00	275%	$2,872.64	225%	$2,234.27	175%
	65 Minutes	$4,787.73	375%	$4,468.55	350%	$3,830.18	300%	$3,191.82	250%	$2,553.46	200%
	70 Minutes	$5,106.91	400%	$4,787.73	375%	$4,149.37	325%	$3,511.00	275%	$2,872.64	225%

FDA Research Center -- White Oak Black Start Failure Table				
	Employees	**Avg Yearly Salary**	**Hourly Rate**	**Total Hourly per Group**
FDA Operations Staff addressing the blackout	8	$101,896.13	$48.99	$391.91
GSA Operations Staff addressing the blackout	4	$102,918.40	$49.48	$197.92
Property Mgr-13	1	$103,875.20	$49.94	
Customer Service Mgr-14	1	$129,750.40	$62.38	
Building Manager-12	1	$89,024.00	$42.80	
Mechanical Engineering Technician-12	1	$89,024.00	$42.80	
Security Personnel	5	$152,360.00	$71.41	$357.07
Chief, FDA Physical Security Branch, GM-14	1	$133,265.60	$64.07	
FDA Physical Security Specialist	1	$122,720.00	$59.00	
Johnson Controls Technician	1	$199,680.00	$96.00	
Security consultant / engineer	1	$214,240.00	$103.00	
Guard to monitor SCIF	1	$72,800.00	$35.00	
Management (GSA and FDA) responding to blackout	5	$137,209.28	$65.97	$329.83
GSA				
Service Center Director-15	1	$140,254.40	$67.43	
Deputy Director-15	1	$136,136.00	$65.45	
Operations Manager-14	1	$133,265.60	$64.07	
FDA				
Director, Office of White Oak Services, SES	1	$140,254.40	$67.43	
Deputy Director, Office of White Oak Services,	1	$136,136.00	$65.45	
Total				$1,276.73

D. PACKAGING & MARKING

D.1 PAYMENT OF POSTAGE, SHIPPING, AND HANDLING FEES

All costs related to the Contractor's submission of information, including forms, reports, files, correspondence, invoices, payrolls, etc., to GSA shall be paid by the Contractor. These costs must be factored into the offering prices, as they will not otherwise be compensated by the Government after contract award.

D.2 MARKING

All information submitted to the CO or the COR shall indicate clearly the Contract Number **[insert number]** under which the information is being submitted.

E. INSPECTION & ACCEPTANCE

E.1 CONTRACTOR RESPONSIBILITY the Contractor is responsible for the day-to-day inspection and monitoring of all Contractor work performed to ensure compliance with contract requirements. The results of all inspections conducted by the Contractor shall be documented on inspection reports (warranted as presented) and made available to the COR on the last workday of each month.

E.2 FAR 52.246-4 GOVERNMENT INSPECTION OP SERVICES - FIXED PRICE

(a) Definitions. "Services." as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall he maintained and made available to the Government during contract performance and for as long afterward as the contract requires.
(c) The Government has the right to inspection and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties.
(e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in service cannot be correct by re-performance, the Government may
(1) Require the Contractor to take necessary action to ensure that future performance conforms to the contract requirements and
(2) Reduce the contract price to reflect the reduced value of the service performed.
(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.
(End of Clause)

E.3 THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION

E.3.1 Contracting Officer (CO): The Contracting Officer has the overall responsibility for administering this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to: amend, modify, or

deviate from the contract terms, conditions, requirements, specifications, details and delivery schedules: make final decisions an disputed deductions from contract payments for nonperformance or unsatisfactory performance: terminate the contract for convenience or default and issue final decisions regarding contract questions or matters under dispute. Additionally, he may delegate certain other responsibilities to his authorized representatives.

E.3.2. Contracting Officer's Representative (COR): The responsibilities of the COR include, but are not limited to: evaluating Contractor performance with the terms and conditions of the contract: acting as the Government's representative at the work site: advising the Contractor of proposed deductions for non-performance or unsatisfactory performance: and advising the COR of any factors which may cause delay of work performance.

E.3.3 Contract inspectors: Contract Inspectors are subordinates of the COR and are responsible for inspecting the Contractor's day-to-day work. The responsibilities of the Contract inspection include, but are not limited to: inspecting the work to ensure compliance with the contract requirements: documenting, through written inspection reports, the results of all inspections conducted; ascertaining that all defects or omissions are corrected: conferring with Contractor representatives regarding any problems encountered in work performance, and generally assisting the COR in meeting his contract responsibilities.

E.4 QUALITY STANDARDS

The Contractor shall ensure that the required services specified in Section J, Exhibits 1 thru 16, and elsewhere in this contract, meet the quality standards outlined in those exhibits. All work performed under this contract shall be highest quality, consistent with best industry practices, to assure timely provision of services, optimum tenant agency satisfaction, and adequate protection of Government assets.

E.5 GOVERNMENT QUALITY ASSURANCE/INSPECTION

The Government may use a variety of inspection methods to evaluate the Contractor's performance, and more than one inspection method may he used. Examples of inspections are:

A. Planned (periodic) surveillance of service work items (daily, weekly, monthly, quarterly, semiannually, or annually).
B. 100% inspection of service work items.
C. Management Information System DATA (as defined in Part III, Section J. Exhibit 3).
D. Unscheduled inspections.

E.6 CRITERIA FOR EVALUATING PERFORMANCE

E.6.1 If Government inspection reports indicate performance deficiencies, the CO or COR may require the Contractor to explain, in writing, why performance was unacceptable, how performance will be returned to acceptable levels, and how

recurrence of the problem(s) will be prevented in the future. The CO will evaluate the Contractor's explanation.

E.6.2 At the sole election of the Government, and upon notification to the Contractor, the Contractor may be required to re-perform or perform late any or all defective work disclosed by Government inspection, including incomplete performance. Where the Government so elects, the Contractor shall be notified promptly after inspection that specified defective services must be re-performed or performed late, and completed within a reasonable time, as specified by the Government. In such cases, the Government shall re-inspect work designated for re-performance or late performance, and the Contractor may he held liable for any damages sustained by the Government including, for example, the costs associated with re-inspection.

E.6.3 Monthly Payment: Monthly payments to the Contractor will be calculated using methods in Section G.

E.6.4 Re-performance, and the acceptance of re-performance (or late performance), will be determined by the CO or COR on an individual service work) item basis.

E.6.5 Except as otherwise provided in paragraph b and d, above, the services required by this contract ace such that defective or incomplete performance is not normally subject to correction by re-performance or late performance. As such, the Contractor shall not expect permission to re-perform, perform late, or otherwise correct defective services merely to improve an existing inspection rating or avoid a reduction in the full monthly contract payment.

E.7 PERFORMANCE EVALUATION MEETINGS

The Contractor's project manager is required to meet at least weekly with the CO and/or COR during the contract base period and all option periods. However, at the Contractor's, CO·s, or COR's request, a meeting may be held whenever a contract performance discrepancy is noticed. The written minutes of all meetings (prepared by the COR) shall be signed by the Contractor's project manager (or on-site supervisor) and the CO and the COR. Should the Contractor not concur with the minutes, the Contractor shall identify any areas of non-concurrence in writing to the CO within one week of receipt of the signed minutes. These weekly meetings may be postponed or discontinued far a period time if, in the opinion of the COR, contract performance is being provided at an acceptable level by the Contractor.

F. DELIVERIES OR PERFORMANCE

F.1 PLACE OR PERFORMANCE

The services to be provided by this contract shall be accomplished at the following building:

BUILDING NAME	BLDG NUMBER	BLDG ADDRESS
Buildings Associated with the ESPC III Base Federal Research Center (FRC)		White Oak Campus 10903 New Hampshire Avenue Silver Spring, MD

F.2 TERM OF CONTRACT

The term of contract is delineated in the task order award issued against the DOE IDIQ.

F.3 OPTION TO EXTEND THE TERM OF CONTRACT

The Government shall have the unilateral option of extending the term of this contract for **1** consecutive additional period of **6** months. The total duration of this contract, including the exercised of options, shall not exceed **24** years.

The exercising of any option is a Government prerogative, not a contractual right on the part of the contractor. If the Government exercises the option within the prescribed time frames, the contractor shall be bound to perform the services for the option period or be subject to the default provision of the contract.

F.4 REPORTING REQUIREMENTS

All reports, plans, schedules and other submittals provided by the Contractor are subject to approval by the CO or COR.

F.4.1 The Contractor shall be required to perform in accordance with the Government's existing plans and schedules or as directed by the COR until the Contractor's submittals are approved by the CO or COR.

F.4.2 The Contractor shall be required to submit deliverables and reports at specified times throughout the life of this contract, which are considered critical to the successful completion of all contractual requirements. The following milestone chart lists deliverables and reports, which shall be provided by the Contractor at specified due dates, as follows:

MILESTONE CHART FOR CONTRACTOR DELIVERABLES

Item	Description	Frequency	Due	Copies	Delivered to	Rec'd (Y/N)	Date Rec'd
1.01	Certificate of Insurance	One Time	15 days after award of delivery order	1	GSA Contracting Officer		
1.02	Performance Bond	One Time	30 days after award of delivery order	1	GSA Contracting Officer		
1.03	Payment Bond	One Time	30 days after award of delivery order	1	GSA Contracting Officer		
1.04	Work Schedule	Monthly	10 days before work starts	2	GSA Contracting Officer (1 copy) GSA COR (1 Copy)		
1.05	Work - Outside Normal Hours	Per Occurrence	5 days before work starts	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.06	Design & Construction Package	One Time	See RFP Paragraph C.5.1.1	5	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.07	ECM Installation Quality Control Inspection Program	One Time	With Item 6 above	5	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.08	Commissioning Plan	One Time	With Item 7 above	5	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.09	Safety & Health Plan	One Time	With Item 6 above	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.10	Notification of Utility Interruption	Per Occurrence	15 working days prior to outage	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.11	Operation Work Procedure	One Time	With training class	6	GSA Contracting Officer (1 copy) GSA COR (1 master for reproduction and 4 copies)		
1.12	Maintenance Work Procedure	One Time	With training class	6	GSA Contracting Officer (1 copy) GSA COR (1 master for reproduction and 4 copies)		
1.13	O&M Manuals	One Time	With training class	6	GSA Contracting Officer (1 copy) GSA COR (1 master for reproduction and 4 copies)		
1.14	Post-Installation M&V Report	One Time	Upon ECM installation and commissioning	6	GSA Contracting Officer (1 copy) GSA COR (2 Copies) DOE COR (1 copy)		
1.15	As-Built Drawings	Per ECM	90 days after Government's acceptance	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		

Item	Description	Frequency	Due	Copies	Delivered to	Rec'd (Y/N)	Date Rec'd
1.16	Annual M&V Report on ECM Performance	Annually	15 days after Annual Energy Audit	5	GSA Contracting Officer (1 copy) GSA COR (2 Copies) DOE COR (1 copy)		
1.17	Electrical Distribution System and UPS system Testing Personnel Qualifications	Annually	30 Days after Contract Start Date	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.18	Key personnel resumes, licensing, and certification	Per Occurrence	submit w/technical proposal	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.19	Annual Cleaning Plan	Annually	submit w/technical proposal	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.20	Annual preventive maintenance schedule	Annually	With CMMS Datasheets	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.21	Backflow preventer inspection, inspection, testing, and calibration results	Per Occurrence and Annually	Immediately upon completion	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.22	Calibration results of electrical & UPS testing equipment	Per Occurrence and Annually	Prior to performing testing	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.23	Certification that employees received exposure control training	Annually	10 days after contract award	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.24	Certified report for electrical distribution and UPS system preventive maintenance completion	Per Occurrence and Annually	30 days after completion of the work	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.25	Contractor Emergency Program (CEP)	Annually	15 days before contract start date	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.26	Contractor phase out plan	Annually	90 Days After Contract Start	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.27	Contractor quality control inspection reports	Weekly	*First workday of each succeeding week*	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.28	Contractor's After Hour Emergency Phone Numbers	Per Occurrence	5 Days Before Contract Start	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.29	Contractor's Verified Building Inventory	Per Occurrence and Annually	TBD	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		

Item	Description	Frequency	Due	Copies	Delivered to	Rec'd (Y/N)	Date Rec'd
1.30	Corrosion coupon measurement results	Every 60 days	60 days-rotational	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.31	Documentation of equipment tours	Weekly	Friday COB	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.32	Duplicate Water Samples with analysis report	Monthly	Monthly (3rd Monday or as agreed by the COR)	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.33	Emergency generator test results	Monthly	Monthly immediately after testing	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.34	Employee Resumes, Licensing & Certification Requirements	Per Occurrence	10 Days After Contract Award	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.35	Exposure Control Plan (ECP)	Annually	10 Days After Contract Award	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.36	Fired and Unfired Pressure Vessel Inspection Certificates	Annually	15 days after inspection with copies to COR	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.37	Generator test	Weekly, monthly, & annually	Weekly, monthly, & annually as required by NFPA 110	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.38	Hazardous materials inventory – Hazardous Safety Data Sheets (MSDS)	As Required	15 days after contract award	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.39	Initial water analysis	Monthly	30 days after contract start	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.40	Inspection schedule for fired and un-fired pressure vessels	Initially and Annually	30 days after contract start	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.41	Listing of names, telephone numbers, and addresses of on-site supervisors	Per Occurrence and Annually	5 Days before contract start	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.42	Management & Operational Plan	Annually	By Contract Start	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.43	New or replacement employee resumes	Per Occurrence and Annually	10 days before employee start date	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.44	Non-Destructive Tube Testing of Chillers	Initially and Annually	10 days after test completion	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.45	Non-Operational Equipment	Daily	*Daily-8:00 am each day*	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		

Item	Description	Frequency	Due	Copies	Delivered to	Rec'd (Y/N)	Date Rec'd
1.46	Non-supervisory employee resumes, licensing, and certification requirements	Per Occurrence and Annually	10 days after contract award	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.47	Notification of Equipment Dismantling	In Advance	*Advance by 24 hours*	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.48	On the shelf replacement parts and materials	Initially and Annually	10 Days after contract start	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.49	Preventive maintenance program	Initially and Annually	With CMMS Datasheets	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.50	Preventive maintenance progress report including history files	Weekly	*Weekly-Monday COB for prior week*	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.51	Proposed Changes to the Water Treatment Program	Initially and Annually	Immediately	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.52	Proposed water treatment program	Annually	30 days after contract start	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.53	Quality Control Plan	Initially and Annually	10 Days Before Contract Start Date	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.54	Refrigerant Accountability Log	Per Occurrence	24 hours after service of equipment	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.55	SECURITY CLEARANCE REQUIREMENTS (NONCLASSIFIED CONTRACT)	Per Occurrence	7 days after contract award	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.56	Serious Accidents	Per Occurrence	*Telephone within 24 hours*	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.57	Service Call Log Copy	Weekly	*Monday COB*	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.58	Strike Contingency Plan	Initially and Annually	15 Days Before Contract Start Date	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.59	Temporary Outage of Utility Systems	In Advance	*Advance by 24 hours*	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.60	Training Plan – certifications that employees received training	Annually	7 days after contract award	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		

Item	Description	Frequency	Due	Copies	Delivered to	Rec'd (Y/N)	Date Rec'd
1.61	Updated Subcontracting Plan	March and September	Prior to implementing any changes in the plan	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.62	Verification and completion of additional equipment labeling	Annually	90 days after completion of the building inventory	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.63	Water analysis report	Weekly	Friday COB	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		`
1.64	Water Treatment Report, Hard Copy	Weekly	*Weekly-Monday COB for prior week*	3	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
1.65	Building Operations Plan (BOP)	Initially and Annually	60 days After Acceptance of New Buildings and Annually	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.01	Elevator deficiencies and repairs report at phase-out	Per Occurrence	5 Days after all deficiencies and repairs are completed	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.02	Elevator 5 year safety governor and buffer test	5 Years as required by ASME A17.1 Code	4 Years after 1 year from government acceptance of the building	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.03	Elevator Check Charts	Annually	10 Days after government acceptance of the building	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.04	Elevator Equipment Out of service	Daily	Daily by 9:00 am	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.05	Elevator Firefighter service recall system report	Monthly	5 days after test completion	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.06	Elevator Mechanics Journeyman Resume and certification	Per Occurrence	10 days after government acceptance of the building	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.07	Elevator personnel finger print charts plus questionnaire for public trust positions	Annually	10 days after government acceptance of the building	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.08	Elevator quality control program reports	Monthly	10 days after government acceptance of the building	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.09	Elevator rated speed test	Annually	90 days after 1 year from government acceptance of the building	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.10	Elevator Quality Control Program	**Initially**	At start of new contract	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.11	Elevator supervisory controls test	Annually	90 days after 1 year from government	**3**	GSA Contracting Officer (1 copy)		

Item	Description	Frequency	Due	Copies	Delivered to	Rec'd (Y/N)	Date Rec'd
			acceptance of the building		GSA COR (2 Copies)		
2.12	Elevator systems & equipment deficiency report	Per Occurrence	TBD	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.13	Elevator systems and equipment inspection	Annually	10 days after 1 year from government acceptance of the building	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.14	Elevator Telephones deficiencies	Per Occurrence	*Immediately*	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.15	Elevator Wiring Diagrams, Operations Manuals & Parts Manuals	Annually	To be provided by the government	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.16	Elevator/Escalator equipment out of service at the end of each Government workday	Daily	Daily	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.17	Elevator/escalator quality control reports	Monthly	Monthly	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.18	PM schedule for elevator equipment	Annual	30 days from government acceptance	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.19	Notification of elevator & escalator equipment dismantling	Per Occurrence	Advance by 24 hours	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.20	Replacement parts and list for elevators/escalators	As Required	15 days after government acceptance	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.21	Periodic Annual Safety Inspection	Annually as required by ASME A17.1 Code	1 Year after Government acceptance	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.22	Equipment not in service at contract start	As Required	15 Days After Government acceptance of the building	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		
2.22	Existing deficiency inspection plan	As Required	15 days before new contract start date	**3**	GSA Contracting Officer (1 copy) GSA COR (2 Copies)		

REPORTING REQUIREMENTS

In addition to the deliverables listed in this section, the Contractor must provide all reports listed below. The Contractor shall also provide all other reports required by the COR during the term of the contract.

REPORT	**WHEN DUE**	**DUE TO**
Record of time of arrival & departure from building GSA 130	As mutually agreed upon	COR

G. CONTRACT ADMINISTRATION DATA

G.1 AUTHORITY TO ISSUE TASK ORDERS.

Not applicable as this award is a task order

G.2 PAYMENT (GENERAL)

Payment will be made on a calendar month basis, 30 days in arrears, upon submission of an invoice for payment to the COR to initiate the payment process. Payment will be due on the 30th calendar day (except for the final monthly payment) after receipt of a proper invoice or date of receipt of services, whichever is later. See payment clauses in Section I, Supplemental Clauses. In the event the contract begins or ends during the month, payments will be prorated, based on the number of calendar days in the respective month.

Failure to Perform: Failure to accomplish any work required under this contract, or satisfactorily accomplish such work (due to the carelessness, neglect or fault of the contractor) shall constitute a deficiency and reduction of payment will be made in accordance with the provisions of this contract.

G.3 SUBMISSION OF INVOICES:

A. Invoices for basic monthly services shall be submitted on the first of each month to:

(1). *Original Invoice Uploaded Electronically To:*
General Services
Administration Region 7
Accounts Payable Branch (BCFA)
P.O. Box 17181
Fort Worth, TX 76102-0181

(2). *One Copy to the CO/COTR:*
General Services Administration, PBS,
NCR Special Services Branch
(WPH1DB)
301 7th Street, SW, Suite 6109, Washington, DC 20407

B. Additional Services/Reimbursable Services:
Payment for the above services will be made upon receipt of a properly executed invoice from the contractor to the address listed on the procurement document.

In addition, GSA may elect to pay for these services up to $2,500 using a credit card.

G.4 552.232-77 PAYMENT BY GOVERNMENT CHARGE CARD

(a) Definitions. “Government-wide commercial purchase card” means a uniquely numbered charge card issued by a contractor under the GSA SmartPay® program contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.
“Oral order” means an order placed orally either in person or by telephone.
(b) At the option of the Government and if agreeable to the Contractor, payments of $2,500 or less for oral or written orders may be made using the Government-wide commercial purchase card.
(c) The Contractor shall not process a transaction for payment using the charge card until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder’s account for items returned as defective or faulty.
(d) Payments made using the Government-wide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.
(End of clause)

All invoices submitted for reimbursable additional services shall reference the following information:

(1) The contract number
(2) The PDN number indicated in block #4 on the GSA Form 300 and the purchase order number indicated in block #2.
(3) The name of the GSA Representative who authorized the additional hours of work.

For Purchase Orders over $2,500.00, invoices for reimbursable services shall be sent to:

Fund (192X)
General Services Administration
Region 7
Finance Division (BCFA)
P.O. Box 17181
Fort Worth, TX 76102-0181

(Unless specified otherwise in Block #24 on the GSA Form 300).

For Purchase Orders below $2,500.00, invoices shall be sent to COTR at the address under paragraph 2.

G.5 552.232-78 ADJUSTING PAYMENTS

a. Under the Inspection of Services clause of this contract, payments may be adjusted if any services do not conform with contract requirements. The Contracting Officer or a designated representative will inform the Contractor, in writing, of the type and dollar amount of proposed deductions by the 10th

workday of the month following the performance period for which the deductions are to be made.

b. The Contractor may within 10 working days of receipt of the notification of the proposed deduction, present the Contracting Officer specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the 10day period will be interpreted to mean that the Contractor accepts the deductions proposed.

c. All or a portion of the final payment may be deleted or withheld until the Contracting Officer makes a final decision on the proposed deduction. If the Contracting Officer determines that any or all of the proposed deduction are warranted, the Contracting Officer shall so notify the Contractor, and adjust payments under the contract accordingly.

G.6 552.232-79 - FINAL PAYMENT

Before final payment is made, the Contractor shall furnish the Contracting Officer with a release of all claims against the Government relating to this Contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the Contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 USC 3727, 41 USC 15), a release also may be required of the assignee.

G.7 SUSPENSION OF WORK:

In the event federal employees are dismissed from work due to inclement weather, unanticipated holidays declared by the president or failure of the Congress to appropriate funds, etc., the Contractor will be required to operate special areas of the building 24 hours a day, 365 days per year unless otherwise excused by the COR. If the dismissal is due to emergency conditions, flood, fire, severe weather, or other reasons identified by the COR, the COR may require the Contractor to provide on-site coverage for the emergency by having all Contractor personnel employed under this contract immediately report to work at the at the Federal Research Center-White Oak located in Silver Spring, MD. .

G.7.1 CALCULATION: The monthly Price Adjustment for paragraph 4, above, will be computed as follows: The adjusted rate in dollars per day will be equal to the total monthly contract price divided by 21 days per month. The adjusted monthly amount will be the total monthly price less the adjusted rate multiplied by the number of days that services were not provided.

H. SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY

H1.1 SECURITY REQUIREMENTS AND PERSONAL IDENTITY VERIFICATION PROCEDURES (NON-CLASSIFIED CONTRACT)

Clarification of Notice to Proceed – "Notice to Proceed (NTP)" is the authorization for Contractor employee(s) to access GSA controlled space and to start work after meeting the Government's clearance and acceptance procedures.

H.1.2 GENERAL

The Contractor shall comply with directions provided by the Contracting Officer (CO) regarding all security requirements. All contract employees shall receive a favorable suitability determination, security clearance, and/or meet all security requirements, prior to reporting to work or performing work under this contract. Employees that can not obtain a favorable security determination, security clearance, or meet security requirements, will not be allowed to work in the Government building.

If the Contracting Officer or his/her representative receives an unfavorable or unsuitable report on any employee, or if the Contracting Officer's Representative finds a prospective employee to be unsuitable or unfit for his/her assigned duties, the Contractor shall be advised immediately that such employee will not be allowed to work or be assigned to work under the contract.

The Government has full and complete control over granting, denying, withholding or terminating clearances for employees. The Government may authorize and grant temporary clearance to employees of the Contractor. However, the granting of a temporary clearance shall not be considered, as assurance that full clearance will follow. The granting of either temporary or full clearance shall not prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government.

H.1.3 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD)-12

A. HSPD-12 is the "Policy for a Common Identification Standard for Federal Employees and Contractors" (the Directive) and became effective August 27, 2004. The Directive requires all Federal governmental departments and agencies to conduct background investigations and adjudicate the results (HSPD-12 compliant suitability determinations) for all contract employees requiring routine unescorted access to Federally-controlled facilities and/or information systems for more than 6 months before identification cards will be issued.

   Contract employees working less than 6 months will be considered "temporary" and all facility access control procedures will apply. GSA may require low risk suitability determinations for "temporary" contract employees, or has the option of clearing "temporary" contractors with an HSPD-12 compliant suitability determination. "Temporary" contract employees that are not required to receive a favorable suitability determination shall be escorted at all times while in non-public space.

The Contractor shall comply with guidance concerning implementation of this Directive as provided herein and by the Contracting Officer (CO).

B. The Government may, as it deems appropriate, authorize and grant temporary suitability determinations to employees of the Contractor. However, the granting of a temporary suitability determination to any such employee shall not be considered as assurance that a favorable suitability determination will follow as a result or condition thereof and the granting of either temporary or full determination shall in no way prevent, preclude or bar the withdrawal or termination of any such determination by the Government.

C. Depending on the contract and work, a full Notice-to Proceed shall be issued after the initial favorable preliminary suitable clearance process is completed for those required to work on the contract OR partial Notice-To-Proceed shall be issued as the favorable preliminary suitable clearance process is completed for phases of work under the contract in or on the Federally-controlled facility. Contract workers may be added throughout the performance period required by the contract, but must complete the clearance process prior to working in or on the Federally-controlled facility.

H.1.4 PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL

The contractor shall comply with agency personal identity verification procedures that implement Homeland Security Presidential Directive-12 (HSPD-12) as required by the clause of this contract FAR 52.204-9 and all other security and clearance requirements provided herein and by the Contracting Officer (CO).

H.1.5 GSAM 552.237-71 QUALIFICATIONS OF EMPLOYEES (MAY 1989)

The Contracting Officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

The Contractor shall fill out and cause each of his employees on the contract work to fill out, for submission to the Government, such forms, as may be necessary for security or other reasons.
Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card, Form I-151. The employee may also present other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

H.1.6 REQUIRED INFORMATION SUBMISSIONS

Unless otherwise specified, the Contractor shall submit the information required below to the Government, as directed by the CO, as soon as possible after contract award (but not later than 14 calendar days before contract start date) for all personnel. The following information will be submitted to the Government for all new or replacement personnel not later than 14 calendar days before beginning contract work. The CO will advise the Contractor on where this information will be submitted.

A. All contract employees (including contract employees, subcontract employees, and officers of the firm) requiring unescorted access to federally controlled facilities and/or information systems for more than 6 months, and/or who may visit the work site during the period of this contract who need unescorted access shall submit the following:

1. One copy of the FPS "Contractor Information Sheet" which will be provided to the Contractor at time of award. The Contractor shall complete the Contractor and Contractor Applicant Information Sections as directed by the Government.
2. One original copy of completed SF 85P with original signature, Questionnaire for Public Trust Positions, with SF 86A, Continuation Sheet. The medical release form attached to the back of the 85P form is not required to be completed for NACI and NACIC background investigations. The SF-85P and 86A are available for download at http://www.gsa.gov/formslibrary. Alternatively, contractors may be required to submit this information electronically through a web-based network.
3. Two original completed FD-258, Fingerprint Cards. The Government will furnish blank forms upon request.
4. INCLUDE FOR IT CONTRACT EMPLOYEES ONLY - THOSE MAINTAINING OR WORKING ON GSA IT SYSTEMS/APPLICATIONS - One original GSA Form 3665, Credit Authorization Release.

B. "Temporary" contract employees (including contract employees, subcontract employees, and officers of the firm) requiring unescorted access to federally controlled facilities for less than 6 months, or other "Temporary" contract employees as designated by the CO, who may visit the work site during the period of this contract who need unescorted access shall submit the following:

1. One copy of a FPS "Contractor Information Sheet" which will be provided to the Contractor at time of award. The Contractor shall complete the Contractor and Contractor Applicant Information Sections as directed by the Government.
2. One original copy of completed "Statement of Personal History" (FPS 176T or other prescribed form) which will be provided to the Contractor at time of award.
3. Two original completed FD-258, Fingerprint Cards. The Government will furnish blank forms upon request.

The Contractor shall furnish the required information to the Government, as specified by the CO, in a sealed envelope together with a transmittal letter on company letterhead for each applicant. The transmittal letter shall be attached to the outside of the envelope and list the following:

A. The Contractor Applicant's full name;
B. The contract number and if applicable, the order number;
C. The Contracting Officer's name;
D. The Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR) name;
E. The Prime Contractor name, address, and telephone number;
F. If applicable, the subcontractor, name, address and telephone number; and
G. The name, address, and title of the Contractor representative submitting the security packet.

H.1.7 GENERAL DESCRIPTION OF THE CLEARANCE PROCESS
H.1.7.1 NAME CHECK AND FINGERPRINT CHECK

Upon receipt of the sealed envelope containing the required forms, the Government will forward each clearance package to the clearance processing office for initial processing. A preliminary review will be conducted of various national criminal and security data files. If these checks are

favorable the Contractor employee may be granted limited access to Federally-controlled facilities and Federal information systems with a preliminary favorable suitability determination. This process takes approximately 3 to 10 business days but could take longer.

For Contractor employees who receive a favorable preliminary check as described above, and depending on the location and type of work to be performed, a more detailed agency check may also be initiated. The check may include record searches with selected sources covering specific areas of the employee's background, including credit, and written inquiries covering specific areas of the employee's background.

H.1.7.2 ISSUANCE OF IDENTIFICATION CREDENTIAL

Upon receipt of favorable suitability determination, each contract employee may be issued a 5-year identification credential in accordance with the federally-controlled facility procedures and, if applicable, be granted access to those Federal information systems necessary to accomplish the contract. A temporary ID may be issued after a preliminary favorable suitability determination. The Contractor shall ensure that all contract employees display their credentials in accordance with facility procedures. The Contractor shall also ensure that such credentials are returned to the government as contract employees are dismissed, terminated, or upon expiration of the contract. The Contractor will be assessed a fee for each identification credential that is lost or otherwise not returned.

H.1.7.3 UNSUITABLE EMPLOYEES

If the Government receives an unsuitable report on any prospective Contractor employee, or if the Government finds a prospective Contractor employee to be otherwise unsuitable or unfit for his assigned duties, the Contractor shall be advised immediately by the CO that such employee will not be allowed to work under this contract. The Contractor must then take action immediately to relieve the employee of all duties and responsibilities related to this contract and return his Identification Credentials, if such credentials were issued. The contractor will not be compensated for such actions. Unsuitable contract employees may be escorted off Federal property by DHS/ICE/FPS or other law enforcement entities depending on the reason for the unsuitable determination.

H.1.7.4 SITE-SPECIFIC REQUIREMENTS

Specific federally-controlled facilities or those areas located within a given facility may have additional security clearance requirements in addition to those cited above. These will be specified by the Government through the CO or designated representative.

H.1.7.5 PRIOR CLEARANCES AND THE RE-CLEARANCE PROCESS

All contract employees are required to be cleared every 5 years and favorable contract employee background investigations are good for 5 years. If anytime during a 5 year period, a cleared contract employee is to work on a different contract that they were previously cleared to work on, then the original clearance notices must be submitted by the CO or his representative to DHS/ICE/FPS to update contract and clearance information. During the 5 year period, unless specifically requested to do so by the CO or designated representative, no further forms or information will be required from the contractor. However, if threat levels or security conditions change during the cleared period, access and clearance requirements may change with limited advanced notice which may require previously cleared Contractor employees to have clearances updated, renewed, or reprocessed.

H.1.8 TENANT AGENCY SECURITY REQUIREMENTS

The Contractor shall comply with all GSA security requirements herein and also those of tenant agencies in the building where work is being performed (agency space) which must be accessed in the performance of work. The Contractor shall be responsible for coordinating with tenant agencies and providing all information required of him/her or his/her employees for performance of work in, or around, the agency's space. All tenant security requirements must be met, or employees cleared by the agency, prior to the Contractor performing work in, or around, the agency's space. Employees that do not meet security requirements or clearance requirements will not be allowed to work in, or around, the tenant agency space. Certain agencies will require that employees be escorted and/or that work only be performed during normal duty hours of the tenant agency.

When a controlled personnel identification system is used by a tenant agency at a site where work is performed, the tenant agency will provide the identification. Each employee of the Contractor must have in his/her possession while on the premises the identification issued by the Government agency. The identification shall be displayed at all times or as required by the agency. The Contractor shall insure that all Government identifications are returned to the issuing agency when employees are terminated or upon expiration of the contract.

H.2 IDENTIFICATION CREDENTIAL

A. Upon receipt of favorable suitability determination as indicated herein, each employee of the Contractor will be issued an identification credential. At all times while working on the contract a Contract employee, including subcontractor employees, must have in his/her possession the specific Government identification credential issued to them by the Government. The identification credential shall be displayed and be visible at all times while on Government property. The COR, GSA personnel designated by him/her, Government law enforcement, or security personnel shall periodically verify passes of Contractor employees with their personnel identification. Contractor employees shall comply with security verification procedures at all times.

B. The Contractor shall see that every contract employee has a Government issued identification credential before the employee enters on duty. As required by the Government, the Contractor shall make his employees available for photo identification badges, on a schedule to be worked out with the Contracting Officer's Representative. The Government will make the identification credentials badges after a favorable security determination has been received for the Contractor's employees. Each identification credential shall have an expiration date and Contractor employees shall sign each badge at the time of photographing.

C. The Contractor shall be responsible for ensuring that all identification credentials are returned to the Contracting Officer's Representative as his employees leave the contract (contract is completed, employees leave employment of the company, employees are dismissed or terminated). The Contractor will notify the Contracting Officer's Representative when employee badges are lost.

D. The Contractor will be responsible for paying the Government for replacement credentials at the current cost per badge.

H.3 ESCORT REQUIREMENTS

It may be necessary to escort temporary contract employees that do not have favorable preliminary or final suitability determinations and must work in Federally-controlled space. In those cases, ALL un-cleared contract employees must be escorted in non-public space by a Government employee or another responsible cleared contract employee that is approved by the Contracting Officer or his/her designee. Other Government agencies may have specific agency security requirements for their own space that may only allow escort by Government employees or those designated by their agency. Government employees or approved cleared contract employees that provide escorts for un-cleared contract employees must always be in close proximity and eyesight of the un-cleared contract employee. The contract escort must watch un-cleared employees and remain with un-cleared contract employees for the entire time they are in the building and/or Federally-controlled space. An un-cleared employee cannot be left alone or out of eyesight at anytime they are in non-public space. A cleared and approved escort may not bring several un-cleared contract employees, into Federally-controlled space, that are not within close proximity or eyesight at all times. A cleared and approved escort may not have multiple un-cleared employees in non-public space on different parts of one floor or different floors at the same time. Any security violation of escort requirements by a cleared and approved contract employee will result in immediate removal from the contract of all contract employees involved, i.e., escorts and un-cleared escorted contract employees. Also, violations of escort requirements by contract employees in accordance with security requirements may be grounds for termination of the contract.

H.4 STANDARDS OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on his/her employer, and the Federal Government. No smoking is allowed in the building.

H.5 REMOVAL FROM CONTRACT WORK

Under the following conditions, the Contracting Officer or his/her representative may request the Contractor to immediately remove any employee(s) from the work site. When the Government determines such employee to be: incompetent, careless, insubordinate, unsuitable or otherwise objectionable; or whose continued employment the Government deems contrary to the public interest, inconsistent with the best interests of security, or is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.

The Contracting Officer may also request the Contractor to immediately remove any employee(s) from the work site(s) should it be determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons, or who are found to be unfit for performing duties during their tour(s) of duty. Contractor employees who are removed from contract work shall be required to leave the work site immediately.

The Contractor must comply with any removal request. For clarification, a determination to remove an employee will be made for, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

A. Failure to receive a suitability determination, temporary clearance, or clearance from GSA or a tenant agency.

B. Violation of Federal, State, or local law.

C. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes the carrying or possession of explosives, or items intended to be used to fabricate an explosive or incendiary device.

D. Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks, conducting personal affairs during official time, refusing to render assistance, or cooperate in upholding the integrity of the security program at the work site.

E. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.

F. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, fighting, or participation in disruptive activities, which interferes with the normal efficient operations of the Government.

G. Theft, vandalism, immoral conduct, or any other criminal actions.

H. Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects while in or on Federally-controlled property.

I. Improper use of Government identification.

J. Unauthorized use of communication equipment on Government property.

K. Violation of security procedures or regulations.

L. Violation of Title 18, U.S.C., Section 930, which prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in Federal facilities and Court facilities.

The Contracting Officer will make all determinations regarding the removal of any employee(s) from work site(s), except under certain conditions. When a Contracting Officer is not available, either during the day or after hours, or in situations where a delay would not be in the best interest of the Government or is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population, the Contracting Officer's Representative will have the authority to immediately remove the contract employee from the work site.

Law enforcement officers of the DHS/ICE/Federal Protective Service will have the authority to immediately remove any contract employee from the work site who is found to be in violation of any of the items mentioned above and where a delay in removal would not be in the best interest of the Government, security, or is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population. The Contracting Officer will be notified as soon after the incident as practical or at the beginning of the next business day if an action happened after hours. The Contracting Officer will make all official notifications to the Contractor. In the event of a dispute, the Contracting Officer will make a

final determination. Specific reasons for removal of an employee(s) will be provided to the Contractor in writing.

The Contractor is responsible for providing replacement employees in cases where contract employees are removed from working at the work site or on the contract.

H.6 SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION

A. GSA Contractors that do not have HSPD-12 compliant clearances cannot obtain Sensitive but Unclassified (SBU) information (Privacy Act data, building information, and financial information) through GSA's IT systems.

B. Contractors and prospective bidders with a need to know, that do not have HSPD-12 clearances and access rights to GSA IT systems, can be provided SBU building information, drawings, etc., in accordance with GSA Order 3490.1 that provides for the dissemination of paper and electronic SBU building information for all Federally-controlled space (owned, leased and delegated).

C. SBU information includes but is not limited to:

1. Paper and/or electronic documentation of the physical facility information
2. Building designs (such as floor plans)
3. Construction and renovation/alteration plans and specifications
4. Equipment plans and locations
5. Building operating plans
6. Information used for building service contracts and/or contract guard services

For all GSA controlled facilities, any other information considered a security risk, shall be considered covered under this category.

D. All SBU building information, either in electronic or paper formats, shall have specific imprinting on each page to designate it is Government property and indicate the prohibition of copying, dissemination, and distribution

E. Contractors authorized to receive SBU information shall provide the following identification:

1. A copy of a valid business license
2. Verification of a valid DUNS Number
3. A Valid IRS Tax ID Number
4. A Valid picture state driver's license

F. Contractors shall sign a Document Security Notice when they receive the information.

G. Contractors shall be responsible for safeguarding SBU information. At the completion of work, secondary and other disseminators shall be required to turn over their Document Security Notice dissemination records to GSA to be kept with the permanent files.

H. Authorized contract users shall destroy all SBU information and documents when no longer needed. Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using permanent erase utility or similar software.

I. All authorized contract users of SBU building information shall notify the GSA Disseminator in writing that they have properly disposed of the SBU building information/documents.

J. The GSA Disseminator shall maintain all records of SBU building information disposal (along with the signed Document Security Notices) pursuant to the GSA system of keeping long-term records and plans. All Document Security Notices and Records of Disposals shall be kept with the permanent files.

H.7 RECORDING PRESENCE

Each contract employee must sign-in when reporting for duty and sign out when leaving at the end of the workday. The GSA Form 139 (Record of Time of Arrival and Departure from Building) designated for use by Contractor personnel only, shall be used for this purpose.

H.8 GOVERNMENT FORMS

The various Government forms mentioned in this solicitation such as personal history forms, sign out forms, inspection forms, etc., may be obtained from the COR.

H.9 OTHER CONTRACTORS

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors or Government employees. The Contractor shall carefully schedule his own work, in conjunction with the additional work, as may be directed by the COR. In addition, the Contractor shall not commit or permit any act, which will interfere with the performance or work by another Contractor, or by Government employees.

H.10 ORDINANCES, TAXES, PERMITS AND LICENSES

Without additional expense to the Government, the Contractor shall fully comply with: (a) all local, city, state and Federal laws, regulations and ordinances, (b) be liable for all applicable Federal, state and local taxes and (c) obtain and pay for all permits and licenses governing performance under the contract.

H.11 DISCREPANCY IN THE SPECIFICATIONS

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer. The decision of the Contracting Officer as to the proper interpretation of the specifications shall be final in accordance with the "Disputes" clause of this contract.

H.12 AFFIRMATIVE PROCUREMENT PROGRAM (APP)

As a Federal procuring agency, the GSA is required by the Resource Conservation and Recovery Act (RCRA), Section 6002, Executive Order (EO) 13423 Strengthening Federal Environmental, Energy, and Transportation Management to procure and use products containing post-consumer content (recycled material); environmentally preferable; and bio-based products. RCRA Section 6002 and Letter 92-4 requires Federal agencies to develop and implement an Affirmative Procurement Program to facilitate the procurement of these products.

H.12.1 AFFIRMATIVE PROCUREMENT PRODUCTS

In addition to those regulatory requirement specified in Section C of the specification, the following considerations and sources shall be used by the Contractor.

This includes:

- Cleaning chemicals or materials, which shall be selected with consideration to minimizing the impact on both human health and safety as well as the reducing other potential environmental impacts.
- Cleaning tools, equipment, and supplies shall also be selected with regard to similar health and environmental considerations.
- Cleaning processes, work practices, and procedures shall minimize exposures to workers, building occupants and contribute to the promotion of environmental stewardship.
- Products designated as environmentally oriented in the GSA Federal Acquisition Service (FAS) "Environmental Products and Services Guide. This guide is available at the FAS Environmental Homepage at http://gsa.gov/enviro.
- Additional information on environmentally preferable products may be found through sources such as the U.S. EPA's Environmentally Preferable Purchasing Program's website: http://yosemite1.epa.gov/oppt/eppstand2.nsf or information published by the Office of the Federal Environmental Executive at http://www.ofee.gov/gp/gp.htm.

H.12.2 RECYCLED CONTENT PRODUCT CERTIFICATION

In accordance with the FAR 52.223-9, Certification and Estimate of Percentage of Recovered Material Content for EPA-Designated Items, the Contractor must provide the required certification and estimate at contract completion. In addition, interim annual reports, estimating the percentage of total recovered material used in contract performance, including, if applicable, the percentage of post-consumer material content, shall be provided by the Contractor **no later than November 1 of each year**, with data for the preceding twelve-month period ending September 30.

H.12.3 GREEN CLEANING TRAINING

The Contractor shall also provide training that will stress *stewardship* in cleaning practices. Information on stewardship, training, and other issues can be found in ASTM E1971-98: Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings (www.astm.org). The focus of this training is to address appropriate cleaning activities and processes, to maximize eco-efficiency and to minimize adverse impacts on the building occupants, cleaning personnel, the building structure itself, and the environment. Adherence to the principles set forth in this guide can lead to greater tenant and occupant satisfaction, reduced operational costs, and greater productivity (of occupants and cleaning personnel).

H.13 ASBESTOS AWARENESS TRAINING

(For buildings which contain asbestos or where it has been presumed): The Contractor shall ensure that all employees, including replacement workers, receive asbestos training and refresher training in accordance with CFR 40-763 and 29 CFR 1910. The Contractor shall follow all instructions for each asbestos class job as outlined in 29 CFR 1910. The training shall be conducted, at no additional expense to the Government, at least sixty (60) calendar days after the

start date of the contract. The Contractor shall submit written certification to the COR within five (5) days of the completion of training.

H.14 UNIFORMS

All trade workers shall wear a uniform with the Contractor's logo while working within the building.

H.15 PERSONNEL QUALIFICATIONS

H.15.1 QUALIFICATIONS OF SUPERVISORY PERSONNEL

Supervisory personnel shall have experience sufficient to equip such personnel with the particular knowledge, skills and abilities necessary to supervise the operations and maintenance functions in buildings comparable in size and complexity to this building and its systems. As a minimum, supervisory personnel must have three years of engineering or trades experience working on such systems. Personnel supervising field technicians performing work on fire protection systems shall hold at least a NICET Level IV certification.

H.15.2 QUALIFICATIONS OF TECHNICIANS

All personnel engaged in the work to be accomplished under this contract, except for general maintenance workers and laborers, shall possess at least 3 years of recent (within the past 5 years) experience in the operation and maintenance of equipment and systems comparable in complexity to systems covered by this contract. Field technicians performing work on fire protection systems must hold at least a NICET Level II certification in fire alarm systems for inspection and testing of water-based systems as appropriate. These personnel must also be licensed and/or certified by the state or other jurisdiction holding authority over the geographic location of the facilities. Where state law or regulation establishes certification programs for other O&M trades, personnel shall be so certified.

H.15.3 SUBMISSION OF RESUMES FOR NEW EMPLOYEES

The Contractor shall submit to the COR the resumes for all personnel prior to such personnel beginning work during the performance period(s) of the contract. The COR may deny permission to employ such personnel if qualifications indicate a material degradation from skill levels indicated in the Contractor’s proposal for the Contract, or if skills or reliability concerns are such that the COR believes the protection of building equipment may be jeopardized. The resumes for the Project Manager and Supervisory Engineer shall submit a minimum of two references.

H.15.4 STATE LICENSING

All personnel shall be licensed and/or certified, or become licensed and/or certified within 90 calendar days of beginning employment, to perform work within their normal duties, where such licensing is required by the State for non-federal locations. Contractor personnel shall also conform to all other licensing and certification requirements as described elsewhere herein, or in the Public Buildings Service Operations and Maintenance Standards.

H.15.5 COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES

The Contractor shall comply with all applicable federal, state and local laws, regulations and codes, to include codes established by air quality and other special districts; and shall obtain all applicable licenses and permits. The Contractor is responsible for determining which requirements are applicable, and complying appropriately; the Contractor may ask advice of the CO or COR in this regard. GSA also has a policy of voluntary conformity to certain state and local code requirements even when permitting or approvals from local regulators are not required; the Contractor should ask the advice of the CO or COR when such issues arise.

H.16 GOVERNMENT FURNISHED MATERIALS

A. Electrical power at existing outlets for the Contractor to operate equipment which is necessary in the conduct of its work.

B. Hot and cold water as necessary, limited to the normal supply provided in the building. No special heating or cooling of the water will be provided.

C. Space in the building including locker rooms, if available. Any existing equipment within GSA custodial space such as lockers, tables, benches, chairs, etc., placed within the building by the Government may be used by the Contractor during the term of the contract provided authorization is received from the COR. This space and equipment must be kept neat and clean and returned to the Government at the expiration of the contract in reasonably the same condition as at the time of entering into the contract.

1. Space in the building for the storage of an inventory of supplies and equipment that will be used in the performance of work under the contract. The Contractor shall maintain this space in a clean neat and orderly condition. Under no circumstances will the Contractor store flammable or explosive liquids (naphtha, gasoline, etc.) in the building. The Government will not be responsible in any way for damage or loss to the Contractor's stored supplies, materials, replacement parts, or equipment.
2. Space in the building, when available, furniture and furnishings (to include telephone for restricted use) for a supervisor's office to be for official business only in the performance of this contract. If the Government supplies telephones, they shall only be used for communication related to the Contract. The Contractor or the Contractor’s employees shall not use government property in any manner for any personal advantage, business gain, or other personal endeavor.
3. Heating and air conditioning of space to be cleaned will be provided during normal building operating hours.

H.17 CONTRACTOR FURNISHED MATERIALS

The Contractor shall provide all labor, services, supplies, material, equipment necessary, and a sufficient inventory of parts and supplies in stock to efficiently and effectively perform the requirements of this contract, except as explicitly stated herein.

H.18 ADDITIONAL SERVICES [INDEFINITE QUANTITY PROVISIONS]

H.18.1 GENERAL

The CO or a COR may order Additional Services at their discretion. Additional services may include any services related to OM&R, alterations, systems upgrades, system operation, or tenant

services within covered facilities, but not covered within Basic Services (i.e., not already a requirement of the contract).

H.18.2 PRICE PROPOSAL FOR REPAIR

At the request of the CO or COR, the Contractor shall provide a price proposal to accomplish an Additional Services job within 48 hours of the request, unless the COR approves a longer time frame in writing. Honeywell's pricing proposals shall be in accordance with the requirements set forth in any IDIQ O&M contract vehicle between Honeywell and the General Services Administration for the purpose of contracting additional service (reimbursable repairs) not covered within the ESPCs and which the ESPCs are unable to be utilized as contract vehicles for the purpose of reimbursable repairs as is the case for non-ESPC O&M reimbursable IDIQs. For this purpose, cost shall be calculated using the labor rates established in the GSA IDIQ O&M contract vehicle, subcontractor costs, and parts costs shall be passed through directly to the government without application of additional markup for profit from Honeywell (Honeywell shall only be allowed overhead costs for work performed by its subcontractors). The above guidelines shall be used unless in contradiction to the GSA IDIQ O&M contract vehicle.

H.18.3 PRICING

Honeywell's pricing proposals shall be in accordance with the requirements set forth in any IDIQ O&M contract vehicle between Honeywell and the General Services Administration for the purpose of contracting additional service (reimbursable repairs) not covered within the ESPCs and which the ESPCs are unable to be utilized as contract vehicles for the purpose of reimbursable repairs as is the case for non-ESPC O&M reimbursable IDIQs. For this purpose, cost shall be calculated using the labor rates established in the GSA IDIQ O&M contract vehicle, subcontractor costs, and parts costs shall be passed through directly to the government without application of additional markup for profit from Honeywell (Honeywell shall only be allowed overhead costs for work performed by its subcontractors). The above guidelines shall be used unless in contradiction to the GSA IDIQ O&M contract vehicle.

H.18.4 PARTS AND MATERIALS

If parts or materials are required for a project, the Government may provide the parts or materials, or the Contractor may be asked to provide the parts and materials. Parts and materials shall be priced at estimated actual cost marked up by the Standard Coefficient in the price schedule. The CO or COR may accept a different markup rate for parts and materials if the Contractor can demonstrate unusual costs or difficulties in obtaining the parts or materials. Honeywell's pricing proposals shall be in accordance with the requirements set forth in any IDIQ O&M contract vehicle between Honeywell and the General Services Administration for the purpose of contracting additional service (reimbursable repairs) not covered within the ESPCs and which the ESPCs are unable to be utilized as contract vehicles for the purpose of reimbursable repairs as is the case for non-ESPC O&M reimbursable IDIQs. For this purpose, cost shall be calculated using the labor rates established in the GSA IDIQ O&M contract vehicle, subcontractor costs, and parts costs shall be passed through directly to the government without application of additional markup for profit from Honeywell (Honeywell shall only be allowed overhead costs for work performed by its subcontractors). The above guidelines shall be used unless in contradiction to the GSA IDIQ O&M contract vehicle.

H.18.5 SUBCONTRACTS

If work is to be subcontracted, the subcontracted part of the work is to be priced at actual cost to the Contractor, marked up by the Standard Coefficient in the price schedule. Honeywell's pricing proposals shall be in accordance with the requirements set forth in any IDIQ O&M contract vehicle between Honeywell and the General Services Administration for the purpose of contracting additional service (reimbursable repairs) not covered within the ESPCs and which the ESPCs are unable to be utilized as contract vehicles for the purpose of reimbursable repairs as is the case for non-ESPC O&M reimbursable IDIQs. For this purpose, cost shall be calculated using the labor rates established in the GSA IDIQ O&M contract vehicle, subcontractor costs, and parts costs shall be passed through directly to the government without application of additional markup for profit from Honeywell (Honeywell shall only be allowed overhead costs for work performed by its subcontractors). The above guidelines shall be used unless in contradiction to the GSA IDIQ O&M contract vehicle.

H.18.6 COST DOCUMENTATION

If the Contractor provides the parts and materials, or if work is subcontracted, the Contractor shall furnish on request copies of invoices, vendor quotes, or receipts, either with the Contractor's proposal, or as substantiating documentation with the Contractor's invoice after completion of work. Honeywell's pricing proposals shall be in accordance with the requirements set forth in any IDIQ O&M contract vehicle between Honeywell and the General Services Administration for the purpose of contracting additional service (reimbursable repairs) not covered within the ESPCs and which the ESPCs are unable to be utilized as contract vehicles for the purpose of reimbursable repairs as is the case for non-ESPC O&M reimbursable IDIQs. For this purpose, cost shall be calculated using the labor rates established in the GSA IDIQ O&M contract vehicle, subcontractor costs, and parts costs shall be passed through directly to the government without application of additional markup for profit from Honeywell (Honeywell shall only be allowed overhead costs for work performed by its subcontractors). The above guidelines shall be used unless in contradiction to the GSA IDIQ O&M contract vehicle.

H.18.7 COMPETITIVE BIDS

If a single part or component, or a single type (line item) of parts, components, or materials for a project is anticipated to equal or exceeds $2,500, the CO or COR may require that the Contractor obtain three bids from suppliers, and include documentation of these bids with his proposal. If subcontract work is anticipated to cost more than $1000, the CO or COR will require that the Contractor obtain three bids from potential subcontractors, and include documentation of these bids with his proposal. Honeywell's pricing proposals shall be in accordance with the requirements set forth in any IDIQ O&M contract vehicle between Honeywell and the General Services Administration for the purpose of contracting additional service (reimbursable repairs) not covered within the ESPCs and which the ESPCs are unable to be utilized as contract vehicles for the purpose of reimbursable repairs as is the case for non-ESPC O&M reimbursable IDIQs. For this purpose, cost shall be calculated using the labor rates established in the GSA IDIQ O&M contract vehicle, subcontractor costs, and parts costs shall be passed through directly to the government without application of additional markup for profit from Honeywell (Honeywell shall only be allowed overhead costs for work performed by its subcontractors). The above guidelines shall be used unless in contradiction to the GSA IDIQ O&M contract vehicle.

H.18.8 METHOD OF ORDERING AND INVOICING

The CO or a COR may order work priced at less than $2,500 orally. The CO or a COR shall issue a Task Order (GSA Form 300) for work costing $2,500 or more. Honeywell's pricing proposals shall be in accordance with the requirements set forth in any IDIQ O&M contract vehicle between Honeywell and the General Services Administration for the purpose of contracting additional service (reimbursable repairs) not covered within the ESPCs and which the ESPCs are unable to be utilized as contract vehicles for the purpose of reimbursable repairs as is the case for non-ESPC O&M reimbursable IDIQs. For this purpose, cost shall be calculated using the labor rates established in the GSA IDIQ O&M contract vehicle, subcontractor costs, and parts costs shall be passed through directly to the government without application of additional markup for profit from Honeywell (Honeywell shall only be allowed overhead costs for work performed by its subcontractors). The above guidelines shall be used unless in contradiction to the GSA IDIQ O&M contract vehicle.

H.19 AWARD FEE

Not applicable.

H.20 STRIKE CONTINGENCY PLAN (SCP)

The Contractor shall prepare a Strike Contingency Plan to be used in the event of a strike by his employees. The Strike Contingency Plan (SCP) shall be submitted to the COR **5 calendar days prior to contract start date and updated annually**. At a minimum, the SCP shall include the following information:

A. Support Personnel: The SCP shall describe in detail how the Contractor shall staff the building to provide the services defined in this specification in the event of strikes by his employees. This includes HSPD-12.

B. License and Certifications: The SCP shall describe in detail how the Contractor shall provide personnel that meet experience requirements, assuring the Government that all temporary or replacement employees (including subcontractor employees) shall meet the experience and license requirements defined in this contract.

H.21 OCCUPANCY EMERGENCY PLAN (OEP)

The Government's Occupant Emergency Plan (OEP) is used by the COR during building emergencies. Designated Contractor personnel, including the on-site supervisor(s), shall be thoroughly familiar with the Government's OEP and shall be trained by the Contractor to fully understand their responsibilities relative to each emergency plan. The Contractor shall participate in fire and other emergency drills. The Contractor shall be required to perform the services required by the contract and as identified by the COR to the extent allowed during all emergency situations including but not limited to fires, accident and rescue operations, Contractor personnel strikes, civil disturbances, natural disasters, and utility service outages.

I. CONTRACT CLAUSES

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a **Firm-Fixed-Price task order** contract against the **DOE ESPC IDIQ contract** resulting from this solicitation.

(End of provision)

52.216-24 Limitation of Government Liability (Apr 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding the minimum guarantee dollars unless a task order has been issued or an oral or written notice-to-proceed has be provided by an authorized GSA government official.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is the minimum guarantee dollars under the single period of performance in which the contract is terminated.

(End of clause)

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

52.223-3 Hazardous Materials Identification & Material Safety Data
http://www.acquisition.gov/far/loadmainre.html or http://www.arnet.gov

(End of clause)

52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) Alternate I (May 2008)

(a) *Definitions*. As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

Certification

I,_____(name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

_____

[*Signature of the Officer or Employee*]

_____

[*Typed Name of the Officer or Employee*]

_____

[*Title*]

_____

[*Name of Company, Firm, or Organization*]

_____

[*Date*]

(End of clause)

52.232-32 Performance-Based Payments (April 2012)

(a) *Amount of payments and limitations on payments*. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment*. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the _____ *[Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"*] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of

this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments*. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's—

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to

acquire title;

(iii) Nondurable (*i.e.,* noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.,* the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss*. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls*. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access*. The Contractor shall promptly furnish reports,

certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default*. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall—

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause—

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment*. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification*. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

552.232-70 Invoice Requirements (Sep 1999)

(a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.

(b) Invoices must include the Pegasys Document Number (PDN) number provided below or on the order.

PJ1N01298

(c) In addition to the requirements for a proper invoice specified in the Prompt Payment clause of this contract or order, the following information or documentation must be submitted with each invoice:

(End of clause)

552.232-71 Adjusting Payments (Sep 1999)

(a) Under the Inspection of Services clause of this contract, payments may be adjusted if any services do not conform with contract requirements. The Contracting Officer or a designated representative will inform the Contractor, in writing, of the type and dollar amount of proposed deductions by the 10th workday of the month following the performance period for which the deductions are to be made.

(b) The Contractor may, within 10 working days of receipt of the notification of the proposed deductions, present to the Contracting Officer specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the 10-day period will be interpreted to mean that the Contractor accepts the deductions proposed.

(c) All or a portion of the final payment may be delayed or withheld until the Contracting Officer makes a final decision on the proposed deduction. If the Contracting Officer determines that any or all of the proposed deductions are warranted, the Contracting Officer shall so notify the Contractor, and adjust payments under the contract accordingly.

(End of clause)

552.232-72 Final Payment (Sep 1999)

Before final payment is made, the Contractor shall furnish the Contracting Officer with

a **release of all claims** against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

(End of clause)

552.232-78 Payment Information (Jul 2000)

The General Services Administration (GSA) makes information on contract payments available electronically at http://www.finance.gsa.gov. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

(End of clause)

552.232-73 Availability of Funds (Sep 1999)

The authorization of performance of work under this contract during the initial contract period and any option or extension period(s) is contingent upon the appropriation of funds to procure this service. If the contract is awarded, extended, or option(s) exercised, the Government's obligation beyond the end of the fiscal year (September 30), in which the award or extension is made or option(s) exercised, is contingent upon the availability of funds from which payment for the contract services can be made. No legal liability on the part of the Government for payment of any money beyond the end of each fiscal year (September 30) shall arise unless or until funds are made available to the Contracting Officer for this procurement and written notice of such availability is given to the Contractor.

(End of clause)

552.237-71 Qualifications of Employees (May 1989)

(a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

(b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.

(c) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien

Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

(End of clause)

552.242-70 Status Report of Orders and Shipments (Apr 1992)

(a) The Contractor shall furnish to the Administrative Contracting Officer (ACO) a report covering orders received and shipments made during each calendar month of contract performance. The information required by the Government shall be reported on GSA Form 1678, Status Report of Orders and Shipments, in accordance with instructions on the form. The information required by the GSA Form 1678 may also be

submitted in an automated printout form if authorized by the ACO. Alternatively, the required information may be reported by electronic data interchange using ANSI standards. For further information, contact GSA, Contract Administration Division *[trish.ludlow@gsa.gov]*. Reports shall be forwarded to the ACO no later than the seventh workday of the succeeding month.

(b) An initial supply of GSA Form 1678 will be forwarded to the Contractor with the contract. Additional copies of the form, if needed, may be obtained from the ACO, or reproduced by the Contractor.

(End of clause)

Accountability of Contract Employees

The contractor shall be required to develop and implement an employee accountability system in the event of an emergency or disaster, or other event that requires or results in evacuation or closure of buildings under GSA's control. The employee accountability system will enable contractors to track their employees to determine their safety and well-being. GSA will not be responsible under this contract for accounting for the whereabouts of contractor employees in the event of an emergency or disaster, or other event that requires or results in the evacuation of closure of buildings under GSA's control.

DETERMINATION OF UNFITNESS/REMOVAL OF CONTRACTOR EMPLOYEES

The CO has authority to require the contractor to remove any employee from contract who has been determined to be unfit for duty based upon misconduct or delinquency such as, but not limited to the examples listed below.

(1) Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failure to carry out assigned task, conducting personal affairs during official time, and refusing to render assistance or corporate in upholding the integrity of the security program at the work sites;
(2) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omission from official documents or records;
(3) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting;
(4) Participation in disruptive activities which interfere with the normal and efficient operations of the Government;
(5) Theft, vandalism, immoral conduct, or any other unethical or criminal actions;
(6) Unethical or improper use of official authority or credentials; or
(7) Unauthorized use of communications equipment or Government property.

PERFORMANCE-BASED SERVICE CONTRACT (PBSC)

This task order contract contains a work statement for a performance-based service. This means that the Government has described ***WHAT*** is to be accomplished, ***NOT HOW*** to accomplish it, and states a basis for determining whether finished work meets the Government quality requirements. It does not state detailed procedures for accomplishing the work unless there are safety, security, communication, or special requirements.

It is the responsibility of the contractor to ensure that they build into their bid/proposal price the necessary hours that it will take to meet the performance standards specified.

The contractor will be required to maintain a quality control program to ensure that the requirements of this contract are met. This program shall be created for identifying and correcting deficiencies in the quality of services before the performance becomes unacceptable.

AFFIRMATIVE PROCUREMENT PROGRAM (APP)

The General Services Administration (GSA), as a Federal procuring agency, is required to procure and use products containing post-consumer content (recycled material) by the Resource Conservation and Recovery Act (RCRA), Section 6002, and Executive Order (EO) 13101, "Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition." EO 13101 also requires Federal agencies to procure and use environmentally preferable and biobased products. RCRA Section 6002, EO 13101 and Office of Federal Procurement Policy (OFPP) Letter 92-4 require Federal agencies to develop and implement an Affirmative Procurement Program (APP) to facilitate the procurement of these products.

52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (Aug 2018)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The list of EPA-designated items is available at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(End of clause)

The contractor's attention is directed to FAR 4.303 and FAR 52.204-4 which requires double sided printing on recycled paper for all reports required by this contract. Also, the contractor's attention is directed to FAR 52.223-10 which encourages vendors to practice waste reduction.

J. LIST OF ATTACHMENTS
(LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS)

Exhibits & Attachments

EXHIBIT 1- FACILITY MANAGEMENT PERFORMANCE STANDARDS

A. GENERAL:

1. The Contractor shall be fully responsible for management, operation, maintenance, general and emergency repair, and all building support systems in an efficient, economical and reliable manner. These functions are described in specific detail in this exhibit and in general throughout this specification.
2. The Contractor shall provide all of the management administrative and technical functions, including professional engineering services necessary for the effective and timely accomplishment of basic and reimbursable contract requirements. The Contractor shall develop **Management Operational Plans (MOP)** to cover all contract functions, including equipment and building inspection tours and a **Building Operating Plan. (See Exhibit 10) The MOP shall be submitted to the COR for approval by contract start date.** The Contractor shall provide the necessary staff and training to perform management, operational, and repair functions, including the planning, scheduling, and allocation of resources.

B. CONTRACTOR FURNISHED ITEMS, REPORTS AND SERVICES:

1. The Contractor shall provide all needed supplies, tools, materials, equipment, vehicles, and services, not listed as Government furnished property. (GFP).
2. The Contractor shall use the CMMS/MAXIMO system to receive, record, respond, and track all Service calls, or other operational or repair problems. The contractor is responsible for supplying a printer and printer supplies for the CMMS/Maximo system, but the computer and monitor will be provided by GSA. GSA reserves the right to have the Contractor purchase the computer on a reimbursable basis.
3. The Contractor is responsible for estimating, planning, scheduling, budgeting, authorizing, controlling, and accumulating all costs and manpower associated with contract activities, including procurement functions.
4. The Contractor is responsible for providing projected and actual resource data (i.e. costs of operations, materials, etc.) to the COR upon request.
5. The Contractor shall develop and maintain a level of record keeping sufficient to accomplish the above functions and provide comprehensive, timely and accurate reports to the COR as requested.
6. The specifics of collection and preparation of data reported to the Government on a quarterly basis are left to the Contractor; however, the accounting and reporting procedures and systems shall be in accordance with generally accepted accounting principles and/or Building Owners and Managers Association (BOMA) Procedures.

7. The Contractor is also notified that activities, functions and reports, either directly or indirectly in support of this contract, are subject to both scheduled and unscheduled audits by either officials of the General Services Administration or representatives of the General Accounting Office.
8. The government shall provide the necessary access to the MAXIMO database and its software functions to allow the contractor to utilize this software to manage this O&M contract as outlined herein. Information, data, and reports required by this contract not readily available in the MAXIMO software relieve the contractor from delivery of same.

PERSONNEL:

A. **PROJECT MANAGER:** The Contractor shall provide a qualified Project Manager as his chief of operations for this contract. A "Project Manager" is a person designated in writing by the Contractor who has complete authority to act for the Contractor during the term of the contract and who is authorized to accept inspection reports and all other correspondence on behalf of the Contractor. The Project Manager shall be on-site, on the campus, Monday thru Friday, 8 **AM THROUGH 4 PM.** The only exceptions to this on-site requirement will be with the knowledge and permission of the COR, at which time a COR pre-approved alternate contractor employee shall assume all duties and responsibilities of the Project Manager.

1. **QUALIFICATIONS OF THE PROJECT MANAGER:** The "Project Manager " (PM) shall possess at least 4 years of recent (within the past 5 years) responsible experience in managing the operation, maintenance and repair, customer relations requirements, and all other operational **components of a building with the same** characteristics and square feet of rentable space as the facility named in this contract. The operational experience resume of the Project Manager must address all functions he/she preformed and must identify where and when the **Project Manager demonstrated these manage**rial skills by personal reference and building location. A detailed resume containing, as a minimum, the information specified in paragraph (1) above, and as defined in this paragraph below, **must be submitted 10 days after contract award. These qualification standard**s apply to new, replacement, and alternate Project Managers.

    (a) The full name of the proposed Project Manager.
    (b) A detailed description of the previous 10 years of employment history for the proposed Project Manager.
    (c) The name (s) and address (es) of the companies for whom the proposed Project Manager worked for in the past ten (10) years along with the name (s) and telephone number (s) of his or her immediate supervisor (s).
    (d) Copies of professional training, educational background and current professional trade licenses.
    (e) A detailed narrative description of the types of mechanical, electrical, and utility systems that he/she was responsible for managing the operation,

maintenance and repair, and cleaning functions thereon. This narrative listing shall include the exact degree of responsibility the Project Manager was charged with in managing personnel in operational functions with building systems. In addition, the Project Manager must be able to demonstrate that he/she has the capacity to provide positive customer relations skills. This experience must have been successfully demonstrated in previous employment and explained in detail in the required narrative resume.

B. SUPERVISION:

1. **GENERAL:** The Contractor will ensure that all on-site work required by this contract at the buildings is satisfactorily supervised through a continuous on-site presence of the Project Manager (PM), or his/her COR approved alternate. This continuous supervision will be provided by the Contractor to carry out the terms and conditions of this contract. In addition, on-site supervisor (s) (subordinates of the PM) shall be available and on-site at the Building throughout Occupant Work Hours and during Reimbursable Service delivery to effectively provide supervision, receive notices, reports, or requests from the COR. All shifts should have supervisory control. All supervisory employees must be able to understand, read, write, and speak English. Government employees are not authorized to exercise either direct or indirect supervision over the Contractor's employees.
2. **ON-SITE SUPERVISORY EMPLOYEES:** An "on-site supervisor" is a person (s) who is continually on-site at the building during Occupant Work Hours and has been designated in writing by the Contractor or Project Manager, and who has authority to act for the PM on all matters relating to the daily operation of this contract in the absence of the PM. The COR must also approve this individual (s) prior to their assuming the duties and responsibilities of the PM.

3. QUALIFICATIONS OF ON-SITE SUPERVISORY EMPLOYEES: The on-site mechanical supervisor shall possess a valid 1st Class Steam Engineers License issued by the State of Maryland. In addition, all on site supervisory personnel shall possess
at least 4 years of recent (within the past 5 years) experience in directing personnel responsible for accomplishment of work in their respective program area in buildings and all other operational components of a building with the same characteristics and square feet of rentable space as the facility named in this contract. A detailed resume containing the information specified below must be submitted 10 days after contract award. These qualification standards apply to both new and replacement supervisory personnel:

(a) The full names of the proposed supervisors.

(b) Detailed descriptions of the previous 5 years of employment history for each proposed supervisor.

(c) The name (s) and address (es) of the companies for whom the proposed supervisor (s) worked for in the past 5 years, along with the name (s) and telephone number (s) of immediate supervisors.

(d) A detailed narrative description of the types of mechanical, electrical, utility systems, and functions that he/she was responsible for managing operating, repairing, and servicing. This narrative description shall include the exact degree of responsibility the supervisor was charged with, number of employees supervised, and a detailed explanation of related experience for the mechanical program that he/she supervised.

(e) List of professional training and a copy of their current license (s)

C. EMPLOYEES (GENERAL):

1. The Contractor shall have in his employ at all times a sufficient number of capable and qualified employees to enable him too properly, adequately, safely, and economically manage, operate, maintain, and perform Preventive Maintenance, service call requests, repairs and all functions as required for this contract at the Buildings and Central Utility Plant.
2. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor, which is in all respects, the employer of such employees.
3. The CO may require dismissal from work any employee who is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.
4. Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-51.
5. The Contractor also agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082) (c) (2) and Executive Order 11755, December 29, 1973.

D. CONTRACTOR'S CONTACT AND RESPONSE AFTER OCCUPANT WORK HOURS:

The Contractor shall provide the COR with telephone numbers which may be used after Occupant Work Hours to directly contact the Contractor or the Project Manager.

Telephone numbers are due to the COR 5 days before contract start. After Occupant Work Hours, the Project Manger or his/her COR approved supervisors shall be available within **one hour** at the building, when requested by the COR, to respond to an emergency condition. The Contractor will immediately notify the COR of any emergency telephone number changes.

COMPANY/CORPORATE EXPERIENCE:

A. The Contractor must have demonstrated experience in the operation, maintenance, repair, and all other functions associated with operations and maintenance and characteristics of a like facility for this contract. It is the intent of the Government to provide a level of services that is consistent with the requirements of the tenants at the Building.

B. The Contractor must demonstrate, by narrative explanation, documentation, and

reference how the required management experience was obtained and successfully performed. The required information in this paragraph, paragraph A above, and paragraph C below must be submitted with Contractor's bid.

C. The Contractor must have experience in public relations and must be able to demonstrate the successful accomplishment of these skills. The Government believes that one of the most important qualities that the Contractor must possess is a consistently positive attitude towards the tenant agencies within the Building. These tenants require immediate response to their operational concerns for building services and expect consistently supportive results from the GSA's Contractor. It is incumbent for the Contractor to maintain the very best customer relations with the building occupants, as well as the COR and his staff. The Contractor must provide evidence of his successful accomplishments with positive public relationships by providing evidence of such. This evidence may be in the form of written documentation with previous customers and clientele that the Contractor has performed similar services for. **The required experience must be provided with the Contractor's bid** and will be examined for authenticity prior to contract award.

EXHIBIT 2 – BUILDING INFORMATION SHEET

The figures below are estimates only.

Planned – In Design-SE Quadrant Base

Name	FDA#	GSA#	GSF	Floors
CBER Lab	52 & 72	MD0826ZZ	410,000	5
CBER Office	71	MD0704ZZ	323,000	7
Child Care Center	n/a	MD0815ZZ	21,000	1
Vivarium	10		75,000	1
Northeast Garage	n/a	MD1815ZZ	927 spaces	

Planned – In Design-SE Quadrant Future Addition

Southeast Garage	n/a	MD1814ZZ	2,712 spaces	
CVM/OC2	75	TBD	TBD	TBD

Below are Building currently being operated under the existing ESPC's and are not covered under the scope of this contract.

Existing

Name	FDA#	GSA #	GSF	Floors
OC	1	MD0823ZZ	102,000	4
CSU	2	MD0811ZZ	127,000	3
CDER	21 & 22	MD0804ZZ	551,000	5
CDER 2	51	MD0821ZZ	330,000	6
OC/ORA	31 & 32	MD0331ZZ	498,000	5
CDRH Lab	62	MD0816ZZ	140,000	5
CDER Lab	64	MD0765ZZ	129,000	4
CDRH Office	66	MD0817ZZ	395,000	6
North Garage	n/a	MD0818ZZ	831 spaces	
Southwest Garage	n/a	MD1813ZZ	1,229 spaces	

EXHIBIT 3- DEFINTIONS

1. ADP SPACE (ADP):

   This is generally characterized by a raised floor throughout the area and contains computers (other than desktop) and other data processing equipment requiring special temperature and humidity control.

2. CONTRACTING OFFICER (CO):

   The CO has the overall responsibility for administering this contract. He alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and delivery schedules; make final decisions on disputed deductions from contract payments for nonperformance or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. Additionally, he may delegate certain other responsibilities to his authorized representatives.

3. CONTRACTING OFFICER REPRESENTATIVE (COR):

   The COR is designated by the CO to assist him in discharging his responsibilities. The responsibilities of the COR include, but are not limited to: Evaluating Contractor performance with the Government's representative at the work site; advising the Contractor of proposed deductions for nonperformance or unsatisfactory performance; and advising the CO of any factors which may cause delay in work performance.

4. GOVERNMENT CONTRACT INSPECTORS:

   Government Contract Inspectors (also identified as Quality Assurance Evaluators) are subordinates of the COR and are responsible for inspecting the Contractor's day-to-day work. The responsibilities of the Contract Inspector include, but are not limited to: Inspecting the Contractor's work to ensure compliance with the contract requirements; documenting, through written inspection reports, the results of all inspections conducted; ascertaining that all defects or omissions are corrected; conferring with Contractor representatives regarding any problems encountered in work performance, and generally assisting the COR in meeting his contract responsibilities.

5. CONTRACT DISCREPANCY REPORT:

   Any report prepared by the Government's representatives of deficient or defective service.

6. DEFECTIVE SERVICE:

   A unit of service that does not conform with specified requirements.

7. EXTERIOR:

   Entrances, landing, steps, sidewalks, parking areas, moats, arcades, courts, and lawns located adjacent to the building and extending to the established property line.

8. COMMERCIAL FACILITY MANAGEMENT:

   The total operational responsibility for a building or group of buildings that generally includes, but is not limited to: Maintenance, operation, and repair of mechanical, electrical, utility systems, cleaning, landscape maintenance, trash/debris removal and recycling, pest control, and structural maintenance and repairs.

9. INSTALLING CONTRACTOR:

   Construction contractor or subcontractor who originally installed the equipment, system, part, item, unit, or component.

10. MANAGEMENT INFORMATION SYSTEM DATA:

    Reports, records, and logs that contain information relative to the operation of the building such as but not limited to: preventative maintenance cards, service call logs, sign-in and sign-out sheets. This information must be maintained in an automated data system that is agency compatible.

11. PERFORMANCE REQUIREMENTS SUMMARY (PRS):

    Identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the Contractor.

12. PREVENTATIVE MAINTENANCE (PM):

    Preventive Maintenance is a program of maintenance activities performed on a fixed schedule, or on equipment runtimes. Scheduled work on items of equipment or systems required to provide continuing operation, to preclude unnecessary breakdowns and to prolong the life of equipment or systems. The PM includes but is not limited to: greasing, oiling, adding refrigerant, changing filters, cleaning, adjusting, replacing belts, replacement of expendable items, touch up painting, water treatment and equipment adjustment or calibration.

13. QUALITY ASSURANCE:

    Actions taken by the Government to ensure services meet contract requirements.

14. QUALITY ASSURANCE EVALUATOR (QAE):

    That Government individual responsible for checking the Contractor’s performance and identifying any deficiencies in such performance. Generally, this individual is a subordinate of the Contracting Officer’s Representative (COR) and performs inspections as directed by the COR. A QAE is the same person(s) identified as Government Contract Inspectors.

15. QUALITY CONTROL:

Those continuous actions taken by a Contractor to control the performance of his or her employees and subcontractor's services so that they consistently meet the contract requirements.

16. REIMBURSABLE SERVICES:

Services requested by and performed for the convenience of occupant agencies that are not required under basic services. Examples of such services, overtime-mechanical operations.

17. REPAIRS:

Scheduled or unscheduled work required to prevent a breakdown of a piece of equipment or system, or to put it back in service after a breakdown or failure. Repairs are those exceeding the $2,500 Threshold limit.

18 SERVICE CALLS:

Responses to mechanical, electrical, plumbing, or malfunctions reported by building occupants, GSA personnel or other interested parties. Service calls are always closed out after a maximum expenditure of $2,500 Threshold.

19 STAIRWAYS:

Flights of stairs with one flight being the distance between one floor and the next, including any landing.

20. STORAGE SPACE:

Space generally consisting of concrete, wood block, or unfinished floors; bare block or brick interior walls; unfinished ceilings; and similar construction containing minimal lighting and heating. Storage space may include attics, basements, sheds, parking structures and other unimproved facility areas.

21. ACCEPTABLE LEVEL OF MAINTENANCE:

An "acceptable level" of maintenance is defined as the level of maintenance, which will preserve the equipment in unimpaired operating condition i.e., above the point where deterioration will begin, thereby diminishing the normal equipment life expectancy.

22. ENERGY MANAGEMENT CONTROL SYSTEMS (EMCS):

A computerized system to start, stop and monitor the building mechanical systems. The EMCS is also used to monitor system components including but not limited to: Fan discharge temperatures, return air temperatures, chilled water temperatures, heating water temperatures, operating pressures of all active system fluids, static pressures where applicable, pumping pressures, and

determination of which mechanical and electrical equipment and systems are on-line or out-of-service.

23. CONTRACTOR, O & M, AND O & M CONTRACTOR:

    The term Contractor, O & M, and O & M Contractor are interchangeable throughout this contract specification. These terms refer to the individual, firm, partnership, company, or corporation providing the services and directly contracting with the General Services Administration as the prime contractor in the performance of the work described herein.

24. Net Assignable Square Feet (NASF):

    The area of a floor or office suite that is suitable for occupancy including secondary corridors found within locked tenant areas. It *excludes* shared space such as main egress corridors, hazardous waste marshaling areas on the loading dock, and other non-programmable space. In calculating NASF no deduction is made for columns and projections that are necessary to the building.

25. Rentable Square Feet (rsf):

    Rentable Square Feet are the sum of Net Assignable Square Feet and the square feet of common areas on the floor (floor common) or in the building (building common). These areas typically include restrooms, break rooms, public corridors, lobbies, closets (LAN, telephone, housekeeping), mechanical/electrical rooms, and loading docks. Rentable square feet are calculated for a given IC by adding the IC's Net Assignable Square Feet and a percentage of the common areas based on the nasf the IC occupies in the building. This definition is used in charging rent.

EXHIBIT 4- OPERATION AND MAINTENANCE OF MECHANICAL EQUIPMENT

1. PERFORMANCE STANDARDS:

All mechanical, electrical, plumbing and utility systems shall be operated consistent with the current GSA energy conservation requirements, and maintained at an acceptable level throughout the contract performance period. An "acceptable level" of maintenance is defined as the level of maintenance, which will preserve the equipment in unimpaired operating condition; (i.e., above the point where deterioration and/or diminishment of the normal life expectancy of the equipment). The Contractor is responsible for performing scheduled and unscheduled maintenance and repairs, as necessary, on a 24 hour a day 365 days per year basis, 366 days during leap year, including emergency callback service.

2. BUILDING EQUIPMENT AND SYSTEMS:

A. EQUIPMENT TO BE MAINTAINED AND REPAIRED: The equipment and systems to be operated, maintained and repaired are listed in Section C 1.1.

B. UTILITY SYSTEMS: Contractor responsibility for all visible and hidden utility systems shall begin immediately at the point where the local municipality or other provider terminates their service to the buildings listed in Section J. Exhibit 2, Building Information Sheet. This shall include all building support services as follows: domestic potable water, natural gas, electricity, chilled and hot water and sewer, steam and condensate systems.

C. Equipment Inventory: (See Exhibit 5) With the exception of the excluded equipment listed in Section C1.1, the Contractor shall be responsible for and shall perform preventive maintenance on the equipment listed in the building inventory. In addition to the PM the contractor shall provide services for the performance of service calls and repairs. The building inventory represents the most accurate accounting, which GSA has available for reference of mechanical, electrical, utility equipment and systems, but is not absolute. The equipment inventory list does not contain information on underground utility systems, which are also the Contractor's responsibility. This list must be verified by the Contractor. The Contractor will have an opportunity to amend this inventory after contract award.

D. ADDED OR DELETED EQUIPMENT: Equipment may be added or deleted during the term of this contract. In the event that equipment is added or deleted, a contract modification will be prepared based on the changes clause.

E. EQUIPMENT NOT THE CONTRACTOR'S RESPONSIBILITY: The equipment the Contractor is not responsible for is listed in Section C.1.1.

F. PRE-BID TOUR OF THE BUILDING: The Contractor may tour the facility to determine the condition of the equipment and systems as arranged at the pre-bid meeting.

G. NON-OPERATIONAL EQUIPMENT: The Contractor shall immediately report to the COR by 8:00am each day the status of any major equipment or systems not operating, or that become non-operational during the workday. Security and fire

alarm system malfunctions must be immediately reported to the GSA Control Center (202/708-1111), as well as to the COR.

3. OPERATIONAL REQUIREMENTS:

The building systems shall be operated in an energy efficient manner to provide the following environmental conditions:

A. **BUILDING TEMPERATURES:** Temperature controls shall be set to **maintain 72 degrees ± 2 degrees** Fahrenheit in occupied workspace during Occupant Work Hours in the heating season. Temperature controls shall be set to **maintain 72 degrees ± 2 degrees** Fahrenheit in occupied workspace during Occupant Work Hours in the cooling season. Space temperatures during other than Occupant Work Hours may be setback to provide optimal energy efficiency, but must be maintained at the minimum temperatures required to assure the protection of the building and its systems, generally this is 55 degrees Fahrenheit.

B. **USE OF FRESH AIR AND ECONOMIZERS:** The Contractor shall use outside air, mechanical economizers, or any other energy saving equipment installed in the building, to the maximum extent possible, during moderate weather. The use of the aforementioned energy saving methods shall be based on outside temperatures and humidity conditions in order to maintain the indoor temperatures defined.

C. **AIR FILTRATION:** Ventilation shall be provided to the maximum extent allowable by the design of the mechanical equipment installed in the building and in accordance with the Building Operating Plan. Air shall be adequately filtered at all times by using only air filters capable of 50% particulate removal to assure a safe and healthful environment, and filters shall be changed at a frequency as defined by the Public Buildings Service Operation and Maintenance Standards.

D. **POTABLE HOT WATER:** Domestic hot water will be provided at 120 degrees Fahrenheit and chilled water drinking units at 50 degrees Fahrenheit at the point of use.

E. **LIGHTING LEVELS:** Lighting systems shall be maintained to achieve the following levels during occupant work hours:

(a) Public areas within the bldg……..10 foot-candles
Normal work stations…….50 foot-candles
General workstations…….30 foot-candles
Storage areas …… .10 foot-candles

Honeywell will replace lamps with like characteristics at burnout. Re-lamping programs and cleaning is not considered nor included.

(b) Lighting necessary for safety and security will remain on during other than normal occupant work hours.

(c) Outdoor lighting having automatic controls will be scheduled off during daylight hours.

F. **LAMP REPLACEMENT:** The Contractor shall perform lamp replacement when requested by the COR. Lamp replacement requirements will be issued as service calls and the type of service call (routine, urgent, or emergency) will be determined by the requester.

G. **OPERATIONAL TESTS:** Running test checks of large or high energy use equipment, such as chillers, pumps, air handling equipment, etc., shall be performed during hours of operation provided that such tests do no cause an interruption in service or increase monthly electrical demand costs. The COR will define the peak usage periods, during which hours tests or checks are prohibited, and will provide this information to the Contractor. Should it be necessary to perform any of these tests at other than hours of operation, the Contractor will not receive any additional reimbursement for such performance.

H. **BUILDING TOURS:** Tours involve observing and inspecting operating equipment for proper operation, turning equipment on or off and making minor adjustments to equipment throughout the building. The Contractor shall conduct mechanical tours in the building including any special areas identified in this contract.

(1) The Contractor shall develop a Tour Work Assignment Sheet, which shall describe the work to be performed, or inspections to be made, on each piece of equipment toured. **Documentation of tours shall be submitted to the COR by COB Friday as a reoccurring report.**

(2) The Tour Work Assignment Sheets shall be in accordance with the specific equipment manufacturers or the best practices of the industry.

(3) All tours must be submitted as part of the Management/Operational Plan, Which is a contract deliverable due by contract start.

4. HOURS OF OPERATION:

A. **CONTRACTOR DETERMINES HOURS OF OPERATION:** Hours of operation shall be as defined in the Building Operating Plan. The operating time for building mechanical equipment and systems shall be considered as the hours required to operate the building's heating, ventilating and air-conditioning (HVAC) equipment to provide the environmental temperatures as delineated in "Operational Requirements" and to protect the building from freeze damage. These hours shall be part of the basic service with no additional cost to the Government.

B. **BUILDING OPERATING PLAN:** The Contractor shall identify the hours of operation for HVAC equipment in the Contractor Building Operating Plan, which is to be submitted as part of the Management/Operational Plan. Campus hours of operation, defined herein, are to be taken into consideration when determining the Equipment Hours of Operation.

C. **WHEN TO OPERATE EQUIPMENT:** The Contractor shall start the building equipment at an hour, based upon weather conditions, which will provide proper environmental conditions during Occupant Work Hours. This same equipment shall not be operated unnecessarily during evening hours, on weekends, Federal holidays, or when the total building or specific areas of the building are not in use.

D. **EXCEPTIONS:** The only exception to operating this equipment at times other than Occupant Work Hours shall be providing Reimbursable Building Operating Services, or for providing freeze protection for the building and systems when weather conditions warrant such operation.

5. PREVENTIVE MAINTENANCE (PM) PROGRAM:

A. General: GSA will provide the contractor a computer for the CMMS/Maximo system. The contractor is responsible to provide a printer and printing supplies to be used for printing from the CMMS.

B. The Contractor shall maintain a Preventive Maintenance (PM) program using the Maximo CMMS program. All equipment and systems shall be maintained at optimum operating efficiency to ensure that the facility is operated in an efficient manner. The PM program shall include, but shall not be limited to: periodic inspection; testing; cleaning; lubrication; adjustment; filter cleaning and replacement; and furnishing the necessary parts and labor to accomplish repairs to keep the equipment and systems in optimum operating condition.

C. Contractor's PM Procedures: All equipment listed in Exhibit 5 shall be maintained in accordance with the following method: GSA Public Buildings Maintenance Guides and Time Standards, as found in the Appendix of this contract. In addition, the Contractor's PM Program shall include the following:

(1) The Contractor shall utilize the CMMS program to complete required PM data. The CMMS program shall be kept current and accurate and be accessible to the Government at all times.

6. COMPUTER SYSTEM REQUIREMENTS:

A. GSA will provide the contractor with a computer for the CMMS/Maximo workstation. However, GSA reserves the rights to have the Contractor provide the CMMS workstation computer on a reimbursable basis. In which case the computer provided by the contractor will be required to be re-imaged by GSA with the Standard GSA Windows image. Contractor workstations will receive all Microsoft patches and Security updates to comply with GSA Security requirements. The contractor personnel having access to the CMMS/Maximo workstation will be required to take mandatory IT Security awareness training on a yearly basis.

(1) Maximo 5.2 guide requirements:

14 Release 5.2, 08/2003
Hardware/Software
Considerations
Client Workstation Desktop computer configuration:
_ Intel-based Pentium 1Ghz processor
_ 256MB of memory for Windows 98 or Windows
NT Workstation 4.0
_ **256MB of memory for Windows 2000 Professional and Windows XP Professional**
_ SVGA 1024 x 768 High Color 16-bit color display
_ Internet Explorer 5.5 or 6.0. For Windows XP Professional,
MRO Software has tested and validated only Internet

Explorer 6.0. NOTE: For instructions on recommended settings for Internet Explorer, see Appendix E: Settings for Internet Explorer, on page 145. Service Packs By the release of MAXIMO 5.2, MRO Software had certified the following Service Packs:

_ Internet Explorer 5.5: Service Pack 2
_ Internet Explorer 6.0: Service Pack 1
_ Windows 2000 Professional: Service Pack 4
_ Windows XP Professional: Service Pack 1/1a

If you purchased Windows XP SP 1a from an OEM, then you may not have the JVM needed to run MAXIMO. Please refer to MRO Support Online Knowledge Base (KB) article MO3423 for additional information.

_ Windows 2000 Server: Service Pack 4
_ Windows 2000 Advanced Server: Service Pack 4
_ Microsoft SQL Server Service Pack 3

NOTE MRO Software supports MAXIMO with later service packs as they are released by third-party vendors. MRO Software's policy is to validate its products with the latest third-party service pack at time of release certification.

(2) The CMMS program software and all associated records shall be turned over to the Government at the completion of this contract at no additional cost to the Government.
(3) The Contractor shall maintain automated maintenance files, which shall document periodic maintenance accomplished.
(4) The Contractor shall utilize the CMMS system to maintain repair history files, which shall be separate from the maintenance files, to track repair costs in man-hours and materials used. Also, a brief narrative description of the repair performed shall be included to help develop historical trends with building operating equipment. Each time a repair is performed by the Contractor, or subcontractor, the history file must be updated.

B. PM PROGRAM SUBMITTAL: For new buildings coming on line, the Contractor shall submit a PM program for all of the equipment and systems listed in this contract to the COR no later than 90 days after the buildings are completed and ready for occupancy. For each maintenance item identified, the Contractor will indicate the frequency the PM will be performed and shall provide a description of the work to be done. The Contractor shall use the GSA Public Buildings Maintenance Guides and Time Standards.

C. CONTRACTOR VERIFIED BUILDING INVENTORY: The Contractor shall review and verify the equipment inventory as described in section C. 10

D. LABELING OF BUILDING OPERATING EQUIPMENT: The Contractor shall correctly classify and label all equipment within new Building(s). The Contractor shall also verify that that all equipment on the inventory list is correctly classified and labeled. The labeling system procedures shall follow existing GSA methods describe in this contract. **All verification of labeling, including any additional labeling, shall be completed by the Contractor within ninety (90) calendar days after the building inventories are**

completed and approved. The Contractor shall provide written notification to the COR when labeling is completed.

E. PM DEFICIENCIES: At the discretion of the COR, Preventive maintenance deficiencies are the responsibility of the Contractor to correct. The COR reserves the right to have others accomplish PM deficiency repairs if deemed to be in the best interest of the Government.

F. ANNUAL PM SCHEDULE: The Contractor shall submit an annual schedule for the accomplishment of all PM to the COR **30 days after completion of the equipment inventory.**

G. SPECIAL SCHEDULES: Not used

H. EQUIPMENT UNDER WARRANTY: All building systems and components that are under manufacturer's warranties at contract start and which require repair or corrections during the warranty period will be repaired and corrected by the installing contractor for the entire warranty period. Notice must be given by the Contractor to the COR when such repairs are needed and the COR will have such repairs completed by the installing contractor. The Contractor will be responsible for operation and PM to the deficient item or system even though the item is under a manufacturer' s warranty and may be awaiting repairs or adjustments by others. The COR, or his designee, shall provide existing warranty information, if any, to the Contractor by contract start date.

I. PUBLIC BUILDINGS MAINTENANCE GUIDES AND TIME STANDARDS: This book contains current GSA Maintenance Guides and Time Standards. This document will be provided in the appendix of this solicitation.

J. OPENING Or Dismantling Equipment: The COR is to be notified in writing 24 hours in advance when maintenance or repair work is to be done which requires opening or dismantling of equipment. Such equipment will include, but shall not be limited to: generators, pumps, refrigeration units, condensers, evaporators, hoist motors, motor generator sets, elevators, and any other equipment as determined by the COR. The COR, or designated representatives, may inspect the equipment before, during, and after Contractor work is performed. In the event of an emergency, the 24 hour advance written notice to the COR will be waived but the Contractor will still be required to notify the COR of the work being performed.

K. COMPUTERIZED RECORDS: The Contractor shall be responsible for creating and maintaining the Maximo computerized PM records for each piece of equipment listed in Section J, Exhibit 5, the following information must be in the record.

(1) equipment number
(2) scheduled maintenance date
(3) maintenance procedure performed
(4) maintenance completion date
(5) identify deficiencies and if and when they were corrected.
(6) an explanation why the deficiency was not corrected.

7. **MAXIMO Equipment Page:**

   The service provider shall enter all applicable data on the Maximo equipment sheet during the first year of preventive maintenance. This shall include Manufacturer, Model, Volts, Amps, Type, Serial, Size, KW, Tons, HP, CFM, BTU, RPM, Belt size, GPM, and Associated equipment. For equipment PM'd less frequent than annual, the equipment information shall be gathered and entered when PM is performed. The equipment History block shall be annotated each time a repair or replacement takes place. A short description of the work, date and cost must be entered. Additionally, The Contractor shall update PM records, and repair history files on a weekly basis. The Contractor shall provide the COR with a weekly PM Progress Report that indicates exactly which PM was accomplished. The PM Progress Report and all other PM record files/cards shall be turned over to the COR by close of business on each Monday for the previous week.

8. **NON-DESTRUCTIVE TUBE CLEANING & TESTING:** The Contractor is responsible for and shall perform annually a mechanically cleaning and "Eddy Current" Testing of all tubes on all heat exchangers associated with the chillers in the contract. This includes all condenser, evaporator, pre-coolers, economizers, and oil cooler system tube bundles. The COR is to be notified so that visual inspection of tubes can be conducted prior to "closing up " of the equipment. Results of all testing shall be provided to the COR, in writing, **ten (10) days after test completion.**
9. **BACKFLOW PREVENTERS:** Inspection, testing, and calibration of backflow preventers shall be performed by Contractor employees, or subcontractors, that have at least one (1) year experience in performing this service and shall provide evidence of this experience to the COR **30 days after contract start date.** Results of all inspections, testing, and calibrations of backflow preventers shall be submitted to the COR **immediately** upon completion and shall be annotated in the appropriate equipment history file as part of the PM program requirements.
10. **BUILDING ELECTRICAL DISTRIBUTION SYSTEM, INCLUDING UNINTERRUPTABLE POWER SYSTEM (UPS)**:
    - **(1) INSPECTION & TESTING:** The Contractor shall be responsible for inspecting, testing, maintaining, and repairing the building electrical distribution system, such as, but not limited to: Building UPS, Substations, power transformers, switchgear, control panels, circuit breakers, control relays, and all other associated switchgear components. The inspection of listed UPS, switchgear and associated equipment is part of the PM program and shall be scheduled and included in the annual maintenance schedule.
    - **(2) CERTIFIED REPORT:** The Contractor shall provide the COR with an official report certified by a registered professional electrical engineer detailing items inspected, the results of such tests, performed preventive maintenance adjustments, and a description of any defects found, including corrective actions taken to accomplish any necessary repairs. This report shall include details of any equipment performance observed during the inspection that may adversely affect the safety of personnel, continuity of building service, or be in violation of codes or environment conditions. The report shall be submitted to the COR **within 30 calendar days after completion of the work.**

(3) INDUSTRY TEST STANDARDS: All test work must conform to the original Installation Design Specifications and Drawings, as well as manufacturer's instruction manuals and test recommendations for each particular piece of equipment. All tests on the Building Electrical Distribution System equipment and UPS shall conform to the latest applicable approved industry standards and Federal, State and Local Governments, and the following publications:

- **(a)** National Fire Protection Association (NFPA)
- **(b)** American National Standards Institute (ANSI)
- **(c)** National Electrical Manufacturers Association (NEMA)
- **(d)** American Society for Testing Materials (ASTM)
- **(e)** Institute of Electrical and Electronics Engineers (IEEE)
- **(f)** National Electrical Code (NEC)
- **(g)** National Electrical Testing Association (NETA)
- **(h)** Insulated Power Cable Engineer Association (IPCEA)
- **(i)** Occupational Safety and Health Administration (OSHA)

(4) Professional Engineer Supervision: Testing and Preventive Maintenance (PM) of the building's electrical distribution system and listed UPS shall be performed under the supervision of a Registered Professional Electrical Engineer. The engineer shall be on-site in the building to determine, and ensure compliance with, the procedures to be used to inspect, test, and perform the PM on the electrical systems, UPS, and equipment. The Professional Engineer has the ultimate responsibility to ensure that all PM performance is conducted as he has prescribed.

(5) Calibration of Test Equipment: The test equipment shall be calibrated prior to use, and the written results of such calibration provided to the COR **prior to the actual test performance**. A certified testing company that has experience in performing instrument testing and calibrations shall perform calibration.

(6) Personnel: Contractor and subcontractor personnel shall be qualified to perform UPS and electrical system testing and PM requirements. The Contractor's professional electrical engineer shall make the determination as to whether the staff personnel or subcontractor, that will provide the PM testing, are qualified to perform such work, and provide this determination in writing to the COR **prior to performing any such work**. The following also applies:

- **(a)** All service and testing technicians working under the supervision of the Electrical Engineer must be certified by the National Institute for Certification of Engineering Technologists (NICET), National Electrical Testing Association (NETA), or an equivalent institute or association acceptable to the COR.
- **(b)** Personnel that are not NICET or NETA certified must have equivalent qualifications that are acceptable to both the Contractor's Professional Electrical Engineer and the COR.
- **(c)** The COR must be assured that Contractor personnel or subcontractor personnel or subcontractor personnel are suitable and experienced to

perform work on the electrical distribution and UPS system in a safe and hazard free manner. As a minimum, the Contractor shall submit the qualifications of the electrical distribution and UPS system testing personnel to the **COR thirty (30) days after contract start date**, and such information shall include the following:

- Employee's name
- Level of education
- Copy of technical or professional licenses
- Certifications of training
- 5 year history of employment

11. LOADING RAMPS AND DOORS:

Contractor shall maintain all building loading ramps and doors (including power doors and roll up doors) in a safe and usable condition. Payment for reimbursable services will be separate from monthly payments due under the terms of this contract.

12. EQUIPMENT DISMANTLING AND SCHEDULING FOR SERVICE

A. The COR shall be notified in writing by the Contractor 24 hours in advance when any equipment or systems require dismantling for repair or maintenance, this includes, but is not limited to: Elevators, chillers, boilers, generators, electrical risers, sprinkler systems, air handling units, exhaust fans, supply fans, steam system, potable water system, Etc.

B. When it becomes necessary to remove equipment or systems from service for more than 2 hours it shall be the responsibility of the Contractor to place "Out of Service" signs at each landing served by the equipment.

C. The Contractor shall be responsible for starting and stopping all elevators during scheduled maintenance inspections or at any other time as defined by the COR.

D. The Contractor shall not make wiring changes, alterations, or any other permanent changes to the elevator equipment or systems without prior written approval from the Vertical Transportation Section. The Contractor shall reflect all approved changes on equipment wiring diagrams and related operation literature.

13 .Locksmith Services:

Locksmith services are excluded from this contract. The Contractor will be responsible for Key Control as stated in Section c.20

14 .WALL AND DOOR SIGNAGE AND DIRECTORIES:

The Contractor shall provide all necessary labor and materials to change, maintain, repair and replace wall and door mounted identification plaques/signs and numbers on a reimbursable basis if requested by the COR. Repair or replacement, etc. of wall and

door signage shall match exactly what is currently in use throughout the building. Excluded from this requirement is the individual room occupant's name and titles.

15.TOUCH-UP PAINT:

The Contractor shall perform touch-up painting to the building interior and exterior, as required, in accomplishing maintenance and repair work. Cyclic interior and exterior painting (scheduled on a periodic basis and funded by GSA) is not a part of this contract.

16. REPAIRS:

A. The Contractor shall be responsible to accomplish repairs, including service calls that have been re-classified to a repair. The Contractor shall submit to the COR an estimate detailing materials and labor to accomplish the repair. The price shall include the Contractor's labor price quoted in any IDIQ O&M contract vehicle between Honeywell and the General Services Administration established for the purpose of contracting additional service not covered in the ESPC contracts for repairs during and after occupant work hours. **The Government will confirm the Contractor's estimated price as fair and reasonable thru an independent Government estimate of the repair. The Government will fund the cost of repairs that are estimated by the Government to exceed $2,500 time and materials**. The Contractor shall accomplish repairs within seven (7) calendar days or as agreed upon with the COR. The Contractor shall notify the COR 72 hours (72) hours in advance of work that could be considered disruptive to building occupants or normal building operations.

B. **GENERAL:** Repair work must be complete, including touch-up painting and operational performance checkouts of systems or system components. The quality of work must ensure that repaired areas are fully compatible with and match adjacent surfaces or equipment. All replacement items shall match existing in dimensions, materials, quality of work, finish, color, design, and performance. During all stages of work, debris shall not be allowed to spread into adjacent areas or accumulate in the work area. All surrounding surfaces, i.e., carpet, marble, and all other surfaces must be protected to avoid stains, scratches, tears, or any other damage. All such debris, excess material, and parts must be removed at the end of each day while work is in progress. Upon work completion, stains and other unsightly marks must be removed. Wherever the term "appearance" is used in this or subsequent paragraphs, it will be construed to mean an appearance to match the original finished appearance.

C. **WALLS:** Any damage to walls caused by a repair shall be restored to its original appearance as part of the repair. Additionally, the contractor shall be responsible for maintaining building walls appearance (normal wear and tear) up to the dollar amount stated under repairs above. Day to day wall repairs will be performed under Miscellaneous Work, using the rate quoted in any IDIQ O&M contract vehicle between Honeywell and the General Services Administration established for the purpose of contracting additional service not covered in the ESPC contracts Needed repairs will be brought to the attention of the contractor by the COR. If wall damage is determined to be caused by the tenant agency, the

tenant agency shall be charged for the repair of the wall. Tenant caused damage shall be determined by the COR.

D. **DOORS:** Furniture, cabinets, Private office and safes doors are excluded. As a basic part of this contract at no additional cost to the Government, the contractor shall perform maintenance in the form of service call work on all doors accessible to the public: This refers to all public areas such as Public corridors, Elevator Lobbies, Building Entrance ways, and Rest Rooms Etc. Mechanical room doors (or other GSA support space) shall also be included in the basic service.

E. **NOTIFY THE COR:** The need for mechanical/electrical repairs shall be immediately reported to the COR.

F. **AUTHORIZATION:** Written authorization for performing repairs may be waived by the COR in emergency/urgent situations.

(1) The Government reserves the right to furnish to the Contractor, any or all parts and/or materials required for repairs.

(2) If the Contractor furnishes repair parts and/or materials, the price to be paid by the Government shall be on the basis of established catalog or listed prices in effect when material is furnished, less all applicable discounts. In no event shall such price be in excess of the Contractor's sale price to his most favored customers for the same item in like quantity, or the current market price, whichever is lower.

G. **REPAIR DISPUTE:** In the event of a dispute regarding the price, performance, or method of repair, the Contractor may appeal the COR'S decision to the CO and file a claim. The Contractor shall proceed diligently with the performance of the repair, pending resolution of request for relief, claim, appeal, or action relating to the dispute, and subsequently comply with the decision of the CO. All appeals and claims will be processed in accordance with the "Disputes Clause" of the contract.

17. WATER TREATMENT:

GENERAL: The Contractor shall propose and submit a comprehensive water treatment program to the COR **30 days after contract start.** The water treatment program shall include treatment; chemicals and procedures for the building heating water, chilled water, condenser water, and glycol closed loop condensing water systems. The Contractor shall provide all equipment, chemicals, materials, parts, pumps, piping, metering devices and services, including application, required to control corrosion, scale, fouling, algae and slime in all building water systems that use water as primary or secondary refrigerant. The Contractors water treatment program shall prevent algae, slime, and bacterial growth by using suitable chemicals (algaecide or biocide). Chemicals may be fed continuously into water circulation using automatic feeding devices. The following also applies:

(a) APPROVAL: Chemical treatment of any system shall not be started until the Contractor's water treatment program is submitted to and approved by the COR in writing. However, the Contractor is required to continue with the Government's existing water treatment procedures that are in effect at contract start, until such time as the Contractor's proposed water treatment

program is accepted by the COR.

(b) INITIAL WATER ANALYSIS: The Contractor shall submit to the COR an initial water analysis report on existing water conditions and proposed water treatment program for all water systems 15 calendar days after the contract start date.

(c) CHANGES: The Contractor shall submit supplemental reports to identify any changes in the water treatment program as they occur.

(d) WATER SAMPLES: On a **monthly basis**, the Contractor shall draw one complete set of water samples from all water systems. These water samples shall be tested and analyzed by, or under the supervision of, a qualified chemist approved by the COR. The COR shall be notified when such samples are to be taken.

(e) REPORTS: The Contractor shall provide a report containing all pertinent information relative to the conditions found. A copy of the water analysis report shall be submitted to the COR monthly (by close of business Friday) identifying the chemical residual balances in each system. These balances shall identify in parts per million (PPM), parts per billion (PPB), and other acceptable standards of measurement for all to other relevant system conditions, i.e. pH, conductivity, total dissolved solids, suspended solids, cycles of concentration, and any other relevant system conditions that should be disclosed. The report shall also include any adjustments that have been made to the systems to provide necessary corrective actions.

(f) DUPLICATE SAMPLES: Monthly, the Contractor shall provide a second set of water samples to the COR, along with the accompanying water analysis report. Water samples shall be placed in plastic 8 ounce bottles with leak proof caps. The bottles shall be filled completely, shall be free of contamination and shall identify the building where the sample was taken from, the water system, and the chemicals used in the system being tested. Government personnel shall deliver water samples, along with the Contractor's water analysis report to the HOTD Lab in Arlington, Va**.** The Government shall provide a copy of the HOTD Lab test results to the Contractor and the Contractor shall respond, in writing, as to the action (s) taken to correct any deficiencies identified in the HOTA Lab test results.

(g) WARRANTY: The Contractor shall warrant that the chemicals used in the Building will not endanger the health or safety of persons coming into contact with them, and that these chemicals will not harm or damage personal property or real property. The Contractor shall also warrant that all chemical used in the program will not have any detrimental effect on the metallic, nonmetallic, and wooden materials used in the equipment being treated. Any discharges of chemicals to surface waters or sanitary sewers must be in compliance with current regulations for such discharges as determined and administered by the state in which the contractor is to execute activities and the Environmental Protection Agency (EPA).

(h) CLEANING GOVERNMENT OWNED EQUIPMENT: Where temperatures, pressures, or other operating data indicate that the Contractors scale control program is not adequate, the Contractor shall clean the Government's affected equipment immediately, check the water treatment for accuracy, and thereafter maintain temperatures, pressures, and other pertinent factors within the design limits specified by the manufacturer of the Government's equipment.

(i) WATER TREATMENT PROGRAM MONITORING: The relevant conditions of all water systems shall be monitored on a continuous basis by a microprocessor. The Contractor shall provide and install all necessary hardware and software to provide a continuous information database. Data gathered by the microprocessor shall include the chemical treatment drum levels, water conductivity, water temperatures, water flow rates, system pH, cycles of concentration, total dissolved solids, gallons of makeup water added to each system that is in service. This information shall be recorded and stored in the microprocessor memory on an hourly basis. Water system(s) conditions that indicate improper or out-of specification conditions shall be alarmed. The Contractor shall check alarm status every 2 hours via telephone modem. The Contractor shall correct all alarmed conditions to ensure proper chemical treatment levels are maintained by performing a site visit within 24 hours of receiving the alarm indication, and shall take appropriate corrective actions to return the system to normal conditions. A hard copy report of the microprocessor; continuous monitoring, corrective actions taken, and any other information on system conditions shall be provided to the COR by the close of business each Monday, for the previous week.

(j) CORROSION COUPONS: The Contractor shall provide and install metal coupons in each open and closed water system that are part of this contract. Coupons shall be installed to the extent that each metal in each system being treated is represented with a coupon of the same composition of ferrous and non-ferrous materials used in the construction of each of the water system components. Coupons shall be replaced and corrosion rates determined every 60-calendar days of system operation. The Contractor at no additional cost to the Government shall perform any necessary water treatment program adjustments that should be taken (as determined by the coupons measured corrosion rates). This information shall be included with the weekly written system analysis reports at 60-calendar day reporting internals.

18. PRESSURE VESSEL AND BOILER INSPECTIONS:

GENERAL: The Contractor shall be responsible for having fired and un-fired pressure vessel and boiler inspections accomplished by certified personnel, in accordance with the COR approved schedule and for providing and posting completed inspection certifications on or adjacent to each pressure or boiler in the building. The Contractor shall provide the inspection schedule for fired and un-fired pressure vessels **thirty (30) days after contract start date** to the COR for approval.

A. UNFIRED PRESSURE VESSEL INSPECTION:

(1) The Contractor shall inspect all unfired pressure vessels operating at a pressure in excess of 60 p.s.i. and having a capacity in excess of 15 gallons annually.

(2) Inspections shall be made by inspectors certified by the National Board of Boiler and Pressure Vessel Inspectors and employed by independent firms specializing in boiler and unfired pressure vessel inspections.

(3) The Contractor shall require inspectors to use a GSA Form 350, Inspection Report of Unfired Pressure Vessels for each unfired pressure vessel inspected. Completed GSA Forms 1034 shall be posted on or near inspected equipment within **15 days** after each inspection. The Contractor shall provide copies of all pressure vessel certificates to GSA for filing in contract file **15 days after inspection.**

B. FIRED PRESSURE VESSEL INSPECTION:

(1) The Contractor shall inspect all fired pressure vessels annually. Inspectors certified by the National Board of Boiler and Pressure Vessel Inspectors and employed by an independent firm specializing in boiler and unfired pressure vessel inspections shall make inspections.

(2) The Contractor shall require inspectors to use GSA Form 349, Inspection Report of Boiler for each boiler inspected. Completed GSA Forms 1034 shall be posted on or near inspected equipment **within 15 days** after each inspection, The Contractor shall provide copies of all pressure vessel certificates to GSA for filing in contract file **15 days after inspection.**

19. CRITICAL EQUIPMENT AND SYSTEMS:

GENERAL: All equipment and systems listed in Exhibit 5 of this contract are considered critical for preventive maintenance purposes as delineated in the performance work statement of this contract. However, this list is not inclusive of all building equipment and systems that are the Contractor's responsibility to operate, maintain, and repair. The contractor shall be responsible for responses and corrective actions, repairs, and operations for **all** building support equipment installed in the Building.

EXHIBIT 5- BUILDING EQUIPMENT LABELING / CMMS DATA SHEET

BUILDING EQUIPMENT INVENTORY
1. SCOPE OF WORK:

The Contractor shall provide all labor, supervision, equipment and materials to inventory and label building operating equipment. Work described herein shall not interfere with functions of the tenants. If during the performance of work, GSA requests work to stop, the contractor shall **immediately** stop work and reschedule at a time designated by the COR. The Government shall not be held liable for costs incurred by the Contractor resulting from a GSA stop work order.

A. GENERAL INVENTORY REQUIREMENTS, MECHANICAL, PLUMBING, CARPENTRY, ELEVATOR AND ELECTRICAL REQUIREMENTS

1. The Contractor shall use the Maximo CMMS system to the fullest extent for Services Calls, Preventive Maintenance, building inventory, etc. The Contractor shall develop an equipment inventory and enter all data required on the CMMS DATA COLLECTION SHEET, which will be imported, into the Maximo program by the Government. The contractor shall maintain an accurate up to date CMMS inventory in the Maximo program, and enter equipment changes and/or equipment numbers as they occur. The Contractor shall submit to the COR a weekly updated inventory for review.
2. **THE CMMS DATA COLLECTION SHEET:** This spreadsheet has six (6) tabs beginning with the “Instructions Help” to help you complete the “Data” sheet. When completed, THE CMMS DATA COLLECTION SHEET will contain the building equipment requiring Preventative Maintenance (PM). The contractor shall perform PM on all building equipment appearing on the CMMS DATA COLLECTION SHEET. PM shall be performed as stated in the GSA PM Guide Cards.
3. Items that no longer exist or are abandoned in place, shall be eliminated from the Equipment Inventory and receive no equipment number or label.
4. With the exception where there are existing tags meeting the criteria as stated below the Contractor shall install identification tags on all equipment inventoried. Tags shall be installed in such a manner that all tags are easily identified and legible. Tags installed above ceilings shall be legible from a six-foot stepladder. All tags shall be brass or another durable material as approved by the COR, permanently stamped with the correct GSA equipment number as indicated on the CMMS DATA COLLECTION SHEET excluding the building number and shall include the date of inventory. Tags shall be permanently affixed to inventory items (air handlers, a/c units, etc.). Where applicable, tags shall be attached to items using brass chains (i.e. valves, etc.). Round tags shall be used for valves; rectangular tags shall be used in all other cases. Contractor shall submit samples of tags to be used to GSA for approval prior to installing on inventory items. Tag sizes shall be able to accommodate ¼-inch block letters & numbers. If the equipment currently has a tag on it, the contractor shall verify the equipment number(s) as correct, the

tag mounting as correct, and that proper equipment information has been recorded on the equipment history file. If duplicate equipment numbers are found, unmarked equipment is located, or several different equipment numbers are found on one item it will be the contractor's responsibility to notify the COR to resolve the numbering conflict so that the contractor may properly number said items. If the equipment has EMCS numbers on it, that number will be recorded in the remarks column on the spreadsheet and noted as such.

5. The tags are to be inconspicuous in areas and places where they are not visible to office workers or general public; Such as fire doors and main entrance doors the tag shall be placed on the side between the hinges next to the door jam and not interfering with the proper operation of the door. This will place the tag out of sight when the door is closed. For visible Fire Alarms, Fire Extinguishers and Fire Alarm Pull Stations equipment where the tag cannot be hidden from view a tag is not required.
6. In the event there is equipment that has more than one equipment number associated with it. The tagging process shall list all appropriate PM equipment numbers.

EXHIBIT 6- HIGH PRIORITY AREAS IN THE BUILDINGS:

The following areas require emergency response to all service calls, repairs, adjustments, or other problems conveyed to the contractor by the COR other interested parties, or the tenant agency. A list of rooms will be provided by GSA at the time of substantial completion. Note: The COR may add rooms to this list at any time during the life of this contract.

ROOM USE

Laboratories and support areas—Buildings 52, 72 and basement of Building 75

Animal Holding Areas

Data Center

Security Control Rooms

Emergency Operations Center

MPOP and Telecommunications Closet

EXHIBIT 7- HAZARDOUS MATERIAL

GENERAL: The Contractor shall submit, an inventory of all hazardous materials/chemicals intended for use at the Buildings to the **COR** for approval **15 days after contract start date.**

A. CONTRACTOR'S INVENTORY: The Contractor's inventory of hazardous materials shall be listed on the GSA/NCR Hazardous Materials Inventory Sheet contained in this exhibit. The Contractor shall not use materials/chemicals unacceptable to the Government and shall provide alternatives approved by the COR.

B. INVENTORY CHANGES: The Contractor shall immediately notify the COR, in writing, of any change in the Hazardous Materials Inventory after contract start date. Prior to using any new or substitute chemical or product, the Contractor shall obtain written approval from the COR.

C. COMPLIANCE WITH THE LAW: Contractor materials/chemicals used shall in no way threaten the health or safety of Federal employees or disrupt tenant agency operations due to undesirable odors or fumes. The Contractor is liable for all fines and shall comply with all existing Federal Government regulations for safe handling, storage, disposal, and use of any hazardous materials/chemicals.

D. DEFINITION: The words materials and chemicals are interchangeable for the purpose of this exhibit.

E. REFRIGERANTS CONSIDERED HAZARDOUS: Control of hazardous materials include storage, use and disposal of refrigerants containing **Chlorofluorocarbons**, CFC Class I substances, and **Hydrochlorofluorocarbons**, HCFC Class II substances, used for mechanical cooling systems. The Contractor is responsible for obtaining copies of and complying with all provisions of the Environmental Protection Agency's (EPA) Clean Air Act of 1990. This also includes complying with all other Federal Environmental Protection Agency (EPA), State, and City of Washington DC laws in effect now and those that become effective during the term of this contract, pertaining to the storage, use and disposal of refrigerants containing CFC's and HCFC's.

TECHNICIAN CERTIFICATION: The Contractor responsible for ensuring all employees who handle refrigerants containing CFC's or HCFC's, meet the EPA refrigerant certification requirements to achieve a level IV (universal) certification. All employees who handle refrigerants must pass an EPA approved exam.

F. REFRIGERANT LOG: In addition, the Contractor shall properly fill out the Refrigerant Accountability Log Sheet (contained in this exhibit) in accordance with the instructions in attachment A and submit it to the COR within twenty four (24) hours after completion of each individual PM procedure or maintenance repair where CFC or HCFC refrigerants are disposed of, added, or removed.

G. PROVIDING ESCORTS FOR SURVEYS: The Contractor shall be responsible for escorting Safety and Environmental Management subcontractors from the GSA who will be conducting periodic hazardous material inventory surveys in the building. The Contractor shall be responsible for maintaining a file, during the life of this contract, which shall include a copy of any GSA survey performed where he was provided a copy thereof. The Contractor may be issued service calls and maintenance repairs as a result of these surveys. When service calls or maintenance repairs are required to correct deficiencies found during these hazardous material inventory surveys, the

Contractor is to perform such as part of the basic contract services with no additional Government reimbursement.

H. UNIVERSIAL WASTE: The Contractor, on behalf of the government, shall be responsible for the safe arrangement of temporary storage, removal, transportation, and recycling of spent fluorescent lamps, ballasts, and used oil, which shall be conducted in a manner which is in accordance with all applicable Federal, State, County, and local or other requirements, rules and regulations. As Honeywell is the custodian of the government owned equipment in the buildings listed in Exhibit 2, Building Information Sheet and the Central Utility Plant (CUP), the government is named as the generator of waste and shall be noted as such on all permits, manifests and certifications.

GSA/NCR HAZARDOUS MATERIAL INVENTORY SHEET

BUILDING/

*FACILITY*_____*DATE*_____

BUILDING NO._____POC_____PHONE_____

WORK AREA_____PREPARER_____

Item Product Name	**Mfg. Name, Address, Phone**	**Stock: (MSN, Prod. #)**	**Component by chemical name, & class**	**Physical state of material**	**Amount used per unit time**	**How is product used**	**Method of disposal**

How to Use the Individual Equipment Log for Refrigerant Accountability

Use this log when you perform Freon leak testing on any refrigeration or air conditioning equipment. Use the log when maintenance or repairs are performed that requires refrigerant to be added or removed from the system.

INDIVIDUAL EQUIPMENT LOG FOR REFRIGERANT ACCOUNTABILITY

*SERVICE DELIVERY TEAM*_____

BUILDING NAME:_____ BUILDING NO:_____

*EQUIPMENT NUMBER:*_____

*TYPE OF REFRIGERATION EQUIPMENT:*_____

*MODEL NUMBER:*_____

LEAK TEST:

RESULTS: LEAKS:_____ OR NO LEAKS:_____

IF YES, HAVE REPAIRS BEEN IMPLEMENTED? YES:____OR NO:_____

TYPE OF REFRIGERANT:_____ NORMAL REFRIGERANT CHARGE AMOUNT(LBS):_____

*REFRIGERANT ADDED (LBS/OZS):*_____

*REFRIGERANT REMOVED (LBS/OZS):*_____

*REASON FOR ADDING OR REMOVING REFRIGERANT:*_____

*MAINTENANCE AUTHORIZATION (FORM 1897) NUMBER:*_____

-OR-

*PREVENTIVE MAINTENANCE CONTROL CARD (FORM 1738) NUMBER:*_____

_____ _____

DATE MECHANIC'S IGNATURE

EXHIBIT 8- EXISTING DEFICIENCY MATRIX

1. **GENERAL:** This exhibit shall be used by the Contractor and the COR, or authorized representative, during contract Phase-out. The following form, (EXISTING DEFICIENCY MARTIX), shall be used to list building deficiencies and clarify the Contractor's responsibility for action according to the COR's decision.
2. **COR DECISION (BY LETTER):** The COR shall use the letters A thru D from the following list to indicate, the action required by the Contractor for each item on the existing deficiency matrix.

A. The Contractor shall provide the COR with a written cost proposal for the correction of the deficiency.
B. The Contractor shall provide the COR with more specific information. Deficiency description is not clear enough to allow the COR to make a determination for the appropriate action.
C. The Contractor shall take no action.
D. Priority, item requires immediate action. The contractor shall provide an estimate to the COR. Upon COR approval the contractor shall take immediate action to correct the deficiency and report in writing to the COR when the deficiency has been corrected.

EXISTING DEFICIENCY MATRIX

Government Rep._____ Building Name_____
Contractor Rep._____ Building #_____
Date:_____ Contract #_____

EQUIPMENT NUMBER	**LOCATION**	**DEFICIENCY DESCRIPTION and COMMENTS**	**COR DECISION (BY LETTER)**

EXHIBIT 9- GREENING FOR FEDERAL FACILITIES

Statutes, Regulations, and Executive Orders
Applicable to GSA's Green/Sustainable Buildings Program

Formal Title	**Citation**	**Description**
Statutes		
Energy Independence and Security Act of 2007	42 USC 17001	To move the United States toward greater energy independence and security, to increase the production of clean renewable fuels, to protect consumers, to increase the efficiency of products, buildings, and vehicles, to promote research on and deploy greenhouse gas capture and storage options, and to improve the energy performance of the Federal Government, and for other purposes. Regulates the use of energy savings performance contracts, develops requirements for energy efficiency in federal buildings, as well as, supports the development of a SmartGrid, lighting energy efficiency and many other issues.
Energy Policy Act of 2005	42 USC 13201	Requires all federal buildings to reduce energy consumption by specific percentages each year from FY 2006 to FY 2015. Specifically, establishes requirement for all federal buildings to be on advanced metering systems by October 1, 2012. Requires GSA to establish guidelines for the use of smart meters in federal buildings. EPACT also requires the specific use of energy efficient building equipment in federal buildings.
Energy Policy Act of 1992	42 USC 6834	Amended existing energy statutes and requires energy conservation activities within Federal government buildings and holdings. Specifically, GSA must report annually on the activities GSA conducted pursuant to this title; GSA shall report the findings of the advisability, feasibility, and

Formal Title	Citation	Description
		timing of the disposal of heavy duty vehicles acquired and any problems with such disposal; and establish Federal building energy standards that require in new Federal buildings those energy efficiency measures that are technologically feasible and economically justified.
Food, Conservation, and Energy Act of 2008	Public Law No: 110-234	Provides for the continuation of agricultural programs through fiscal year 2012, and for other purposes. Establishes guidelines for conservation by federal agencies and the Chesapeake Bay Watershed Program.
Energy & Conservation Standards for New Buildings	42 USC 6831	Federal policies and practices must assure that reasonable energy conservation features will be incorporated into new commercial and residential Buildings receiving Federal financial assistance; provides for the development and implementation, as soon as practicable, of voluntary performance standards for new residential and commercial buildings which are designed to achieve the maximum practicable improvements in energy efficiency and increases in the use of nondepletable sources of energy; and encourages States and local governments to adopt and enforce such standards through their existing building codes and other construction control mechanisms, or to apply them through a special approval process.
Resource Conservation and Recovery Act of 1976	42 USC 6901-6992k	Regulates collection, storage, transport, and disposal of hazardous and solid waste and regulates underground storage tanks (USTs). Section 6002, “Federal Procurement,” requires agencies to procure items composed of the highest %age of recovered materials practicable and in the case of paper, the highest %age of the post consumer recovered materials. Also requires each procuring agency to develop an affirmative

Formal Title	Citation	Description
		procurement program which will assure that items composed of recovered materials will be purchased to the maximum extent practicable.
Pollution Prevention Act	42 USC 13101	Declares that pollution should be prevented or reduced at the source; pollution that cannot be prevented should be recycled in an environmentally safe manner; pollution that cannot be prevented or recycled should be treated in an environmentally safe manner; and disposal or other release into the environment should be employed only as a last resort and should be conducted in an environmentally safe manner.
National Environmental Policy Act	42 USC 4231	Requires agencies to consider impacts to the human environment from proposed actions and document environmental impacts during project planning.
National Energy Conservation & Policy Act (Conservation Service Reform Act of 1986)	42 USC 8201-8287	Requires the Federal Government, other users, and suppliers of energy to continue measures to control the rate of growth of demand for energy and the efficiency of its use; and all sectors of the economy of the United State should continue to significantly reduce the demand for nonrenewable energy resources such as oil and natural gas by implementing and maintaining effective conservation measures for the efficient use of these and other energy sources.
Regulations		
Energy Conservation Voluntary Performance Standards for New Buildings; Mandatory for Federal Buildings	10 CFR 435	Provides for energy conservation performance standards for the design of new commercial buildings.

Formal Title	**Citation**	**Description**
Federal Energy Management & Planning Programs	10 CFR 436	Provides for the use of energy savings performance contracts by Federal agencies in building Federally owned buildings and facility energy conservation measures for existing Federally owned buildings. Promotes efficient use of energy in all agency operations through general operations plans.
Executive Orders	EO 12088	Requires agencies to prevent, control, and abate environmental pollution with respect to Federal facilities and activities under its control.
Federal Compliance with Pollution Control Standards	EO 11990	Requires agencies to minimize destruction, loss or degradation of wetlands.
Protection of Wetlands	EO 11988	Requires agencies to evaluate the potential effects of any action it takes in a floodplain, and consider alternatives to avoid adverse effects.
Floodplain Management	EO 11514	Requires Federal agencies to monitor, evaluate, and control on a continuing basis their agencies' activities so as to protect and enhance the quality of the environment.
Strengthening Federal Environmental, Energy, and Transportation Management	E.O. 13423	Instructs Federal agencies to conduct their environmental, transportation, and energy-related activities under the law in support of their respective missions in an environmentally, economically and fiscally sound, integrated, continuously improving, efficient, and sustainable manner.
Federal Leadership in Environmental, Energy, and Economic Performance	E.O. 13514	Expands on the energy reduction and environmental performance requirements for Federal agencies identified in EO 13423. Establishes an integrated strategy towards sustainability in the Federal Government and to make reduction of greenhouse gas emissions (GHG) a priority for Federal agencies using both numerical and non-numerical targets.

Formal Title	Citation	Description
Protecting and Restoring the Chesapeake Bay Watershed	EO 13508	Created the Federal Leadership Committee for the Chesapeake Bay to develop a plan to protect and restore the Chesapeake Bay Watershed. Requires federal agencies to work to restore the environmental quality on their properties located within the Chesapeake Bay Watershed.

Contract Clauses Applicable to Comprehensive Procurement Guideline (CPG) Reporting Requirements

52.223-4 Recovered Material Certification. As prescribed in 23.406(a), insert the following provision:

Recovered Material Certification (Oct 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962©(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(End of provision)

52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products. As prescribed in 23.406(b), insert the following clause:

Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)

(a) Definitions. As used in this clause-

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and
(2) Submit this estimate to _____ [Contracting Officer complete in accordance with agency procedures].

(End of clause)

Alternate I (Aug 2000). As prescribed in 23.406(b), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)©):

Certification

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

_____

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

_____

[Name of Company, Firm, or Organization]

[Date]

(End of certification)

EXHIBIT 10 – BUILDING OPERATING PLANS

PART I

Building Data	
Building Name:	
Street Address:	
Building Number:	
Total GSF of Building:	
Total RSF of Building:	
Building Contacts	
Operations Manager:	
Email:	Phone:
Buildings Manager:	
Email:	Phone:
Contracting Officer (CO):	
Email:	Phone:
Contracting Officer Representative (COR):	
Email:	Phone:
Contracting Officer's Technical Representative (COTR):	
Email:	Phone:
GSA Service Center:	
Contract Details	
Award Date:	
Term of Contract:	
Value of Contract:	

*One Building Operating Plan is required for each building

This plan is intended to be used by the facility operation and maintenance staff as a means to assist in the understanding of the facility and systems that support occupant comfort and energy efficiency. It also provides GSA with quality assurance standards to monitor the performance of the building, and the O&M contractor's performance in operating the building.

Energy conservation is achieved through effective operational and maintenance practices as well as appropriate repairs or alterations to existing equipment or systems which reduce the overall cost of service. The systems covered by this Building Operating Plan include:

- Electrical systems and equipment.
- Mechanical systems and equipment.
- Control Systems within the scope of the building.
- Architectural and Structural systems, fixtures, structures and equipment.
- Vertical and Horizontal Transportation (Elevators/Escalators).
- Energy Regulations: Executive Order 13423, EPACT 2005
- Environmental systems and equipment.
- Fire Suppression
- Fire Alarms

When levels of required services, equipment or operating procedures change, or when agency requirements change, this plan shall be revised within ten working days and submitted to the Contracting Officer's Representative (COR) for approval.

Building Operating Schedule

The normal occupied hours for this building is AM to PM, Monday through Friday not to exceed 10 hours per day. All agency requests for hours of operation other than the above specified service hours (after-hours operation) shall be submitted through the Buildings Manager's Office for approval. The equipment operating times described above are generally designed to ensure that comfort conditions are maintained in the building during normal working hours. Ventilation and air conditioning can be provided for after-hours operation upon approval and agreement of reimbursable services. The actual start and stop times of building systems shall be based on occupancy periods, indoor and outdoor environmental conditions, equipment capabilities and availability, building requirements and expected conditions and personnel availability.

PAYMENT: When reimbursable building operation services are provided, the Contractor will be paid the appropriate hourly rate quoted in any IDIQ O&M contract vehicle between Honeywell and the General Services Administration established for the purpose of contracting additional service not covered in the ESPC contracts. . The Contractor will be paid only for each hour a contract employee spends at the building not for each additional hour equipment is operated. **Payment for reimbursable building operation services will be made by issuance of a GSA Form 300,** and will be separate from monthly payments due the Contractor under other terms of this contract.

General Lighting

Except where special circumstances exist, lighting schedules shall be maintained as near as practical to the Code of Federal Regulations 41 Chapter 102-74.180:

- Common areas, hall ways and secured corridors will be lit during normal working hours controlled by motion detector or Building Automation System.
- Exterior lighting will be lit during evening hours (sunset to sunrise) seven days a week controlled by a time clock or Building Automation System (BAS).
- Additional lighting requirements will be provided upon issuance of an (over time utility request) through the GSA Building Manager.
- Utilize all existing forms of day lighting when available

General Temperature

Within the limitations of the building systems, heating and cooling systems shall be operated in the most overall energy efficient and economical manner**.** Maintain temperatures to maximize customer satisfaction by conforming to local commercial equivalent temperature levels and operating practices. Building temperatures shall be maintained at 74° Fahrenheit (+) or (-) 2 degrees, in occupant workspace year round, during Occupant Working Hours. The heating temperatures shall be set no higher than 55° Fahrenheit during non-working hours. In warehouses and other areas subject to external traffic, temperatures shall be adjusted to 55° Fahrenheit during the heating season and cooling will not be provided. In areas such as garages, loading docks, etc., the heaters shall be set to maintain 55° Fahrenheit, cooling will not be provided.

The Contractor will be responsible for operating appropriate building equipment beyond normal Hours of Operation to prevent damage to the building, or equipment, with **no additional reimbursement.** Causes may be adverse weather conditions such as freezing temperatures, outdoor temperatures in excess of 95 degrees Fahrenheit, snow, high winds, or heavy rains and shall include any other adverse weather condition, which may cause damage to the building or its equipment.

The locations used for measurement of temperatures to determine compliance will be representative of the spaces to be heated or cooled.

Workstations that are most adversely affected may be the basis for establishing the temperature levels throughout that portion of the building.

The operation of portable heaters, fans, and other devices in government controlled spaces is generally prohibited unless authorized by the GSA Building Manager.

General Ventilation

Within the limitations of the building systems, ventilation will be provided in the most cost effective manner. Under no circumstances should carbon dioxide (CO2) levels be allowed to exceed 600 parts per million (ppm).

Building exhaust fans shall only be operated during building occupant work hours. Exhaust systems should be operated to maintain a positive pressure throughout the building.

Garage exhaust fans will be operated from (6:30 AM to 9:00 AM) in the morning, for two hours during lunch (11:00 AM to 1:00 PM), and in the evening from (3:30 PM to 5:30 PM). When a carbon monoxide sensing system is used, the maximum average concentration of carbon monoxide in parking garages shall not exceed (50) PPM during any 8-hour period or (200) PPM for a period not exceeding 1 hour.

Operable windows shall be closed during both the heating and cooling seasons.

Transformer Vault and Elevator machine room exhaust fans shall be controlled by thermostats.

Special Use Areas:

The following areas (per exhibit 9 of contract) will be allowed cooling to maintain a constant temperature of 74ºF (+/- 2º) and 50% relative humidity “computer rooms” or “special use areas”.

The following areas (per exhibit 9 of contract) will be allowed a higher level of heating to maintain a constant temperature of (76°) Fahrenheit. The list may include a doctor's office or child daycare facility. These areas will be the only exceptions to the general building operation plan.

Freeze Protection

Building equipment Freeze Protection shall be as predetermined and programmed into the BAS.
Cooling towers that are “not in service” shall be drained and their sump heaters secured at the disconnect.

Sump heaters associated with the cooling towers that are “in service”, shall be controlled by thermostat during the winter months. (Temperature shall not be set lower than35ºF)

If water make-up to the tower is in service, a heat tape shall be installed on the line and shall be set by thermostat, to activate when ambient temperatures drop below 35ºF.

Mechanical Systems Operating Hours

The major mechanical systems are operated as follows:

Morning Startup: Optimal start/stop routines shall be programmed into the BAS. These routines start/stop the scheduled air handlers early enough so that space (or return air) temperatures are comfortable by the time scheduled occupancy begins. The optimum start routines factor in outside air temperature, humidity, and warmest and coolest served zones, to determine optimum start time. Air handler start up time when outside temperatures are anticipated to be between 35° F and 55° F shall be two (2) hours before occupant workday begins*. Air handler start up time when outside temperatures are anticipated to be between 55° F and 65° F shall be one (1) hour before occupant workday begins*. Air handlers shall be started three (3) hours before occupant workday begins when outside temperatures are 0°F to 35°F*.

Night Setback Operation: Air handlers shut down time is thirty (30) minutes prior to the end of a normal workday for building occupants. Setback heating temperature of 55° F shall be maintained for nights, weekends, and holidays. Setback times shall be at the end of the workday for building occupants, and continue until start up time for the next day.

- These guidelines may be changed based on the actual time requirements to bring the building to its operating temperature and energy efficiency.

BAS Operating Criteria

The Operator is expected to use the BAS to automatically control the mechanical systems within the facility, with a minimal use of overrides and manual operation. In summary, the "General Operating Guidelines" include:

- Adhering to approved operating schedules
- Limiting use of overrides
- Maintaining reasonable and efficient automated set points
- Identifying and correcting failed and miscalibrated sensors
- Identifying and correcting ineffective or uncharacteristic outputs and inputs
- Identifying and correcting unstable control loops
- Rotating equipment via the BAS to equalize runtime
- Weekly Trend Report

Energy Efficient Operation: Energy conservation is to be achieved through effective operational and maintenance practices as well as appropriate repairs or alterations to existing equipment or systems, which reduce the overall cost of service. Energy conservation is also to be achieved through the routine employment of good engineering and operating practices using accepted methods and procedures. Except for in periods where mandated curtailment of facility energy is in force, energy conservation is not to be achieved at the expense of maintaining the required environmental or other special conditions described elsewhere in the building operating plan.

Fully Automated Control of the Facility: The equipment and systems in the facility are intended to be operated under the automatic control of the building automation system (BAS) in accordance with the approved sequences of operation. Extended operation of systems in "Hand" or manual operation is a key indicator of poor facility operation.

Overrides and Set points: Use of overrides and "manual" operating modes should be temporary in duration and limited to maintenance and troubleshooting events to the extent practical. When equipment is placed in manual operation or when set points or other attributes are overridden to accommodate an alarm or complaint, the Operator is expected to investigate the root cause of the problem and correct it, and upon timely completion replace the affected system or equipment back into automatic control. Resultant changes to the BAS programming, set points, or sequences of operation are generally prohibited unless authorized by the GSA Building Manager.

Equipment Cycling and Rotation: Mechanical equipment shall not be cycled at a frequency which would cause premature failure. Where duplicated equipment exists, equipment operation shall be automatically rotated in accordance with the BAS or sequence of operation to equalize usage. If extended periods of manual operation are required, equipment operation should be rotated weekly.

Equipment Schedules: Unless otherwise approved, equipment and system operating schedules should be as provided within the approved sequences of operation and should be under automatic control of the BAS.

BAS Integrity: The integrity of the BAS is critical to proper performance of the facility. Inputs (sensors) and outputs (valves and dampers) should be repaired, calibrated, or replaced when not performing or reading properly.

Tenant Agency's Responsibilities: It is the tenant agency's responsibility to ensure that lights and equipment are turned off when not needed, that ventilation is not blocked or impeded, and that windows and other building accesses are closed during the heating and cooling seasons. The operation of portable heaters, fans and other such devices in Government controlled space is generally prohibited unless authorized by the GSA Building Manager.

PART II

HVAC Operations: A building operations schedule is basically a daily/weekly/monthly schedule of each individual HVAC component compiled together into a complete comprehensive matrix. This allows for cross comparison of different components schedules and synchronization. It is imperative that your operations schedule reflect the actual use of your building, ensuring that the HVAC system is providing ventilation during all periods of significant occupancy. It is important that this schedule be written and comprehensive, so that there is a "one-stop" reference that is complete, easily updated and accessible to all who need it. A copy of the building operations schedule shall be submitted to the COR in a digital format.

The following are suggestions for reviewing the building operation schedule:

- Operate the HVAC system during periods of significant activity and confirm that written operating schedules reflect this.

- Operate the HVAC system with as much outside air as practical prior to occupants' arrival.

- Economizers and energy recovery systems, when properly used, can reduce energy costs while increasing outdoor air supply.

- In general, ventilate your building with the maximum volume of outside air that is practical, taking into account your HVAC system capacity and current climatic conditions.

- Economizer operations can reduce cooling costs while increasing outdoor air ventilation. However, malfunctioning economizer controls have been known to cause IAQ problems, such as dampers stuck in the closed position. Make sure economizer controls are frequently maintained and recalibrated, especially if you use enthalpy controls (ones that take into account both temperature and relative humidity).

- Energy recovery systems may make it feasible to increase outdoor air ventilation rates during temperature extremes. The hotter the outside air, the more energy that is saved by the heat recovery system. The same is true on the heating side, but only to a point – make sure not to freeze the moisture in the outgoing air stream. Any time you would normally use 100% outside air, turn the heat recovery off.

- Finally, before building occupants arrive for the day, schedule the introduction of as much outside air as practical to dilute pollutants that may have accumulated over night. Flushing can also provide pre-cooling, or night cooling – another way to contain energy costs. However, make sure that the amount of outside air used is consistent with the proper function of the HVAC equipment (e.g., coil freezing during extreme cold) and maintaining recommended relative humidity levels (30-60%, ASHRAE Standard 55-1992 or latest publication.)

Historical Energy Usage and Peak Demand

The following provides an overview of the utility rate information and historical energy profile for the Federal Building at 000000 Street. The Federal fiscal year is between October 1 and September 30.

	Electricity (KWH) Usage	**Gas Usage (THERM)**	**Steam Usage (MMBTU)**
FY			
FY			
FY			

HEATING SEASON

Air Handlers

Air handlers shall be started ___ hours before occupant workday begins when outside temperatures are 0°F to 35°F*.

Air handler start up time when outside temperatures are between 35°F & 55°F shall be ____ hours before occupant workday begins*.

Air handler start up time when outside temperatures are between 55°F & 65°F shall be ____ hours before occupant workday begins*.

Air handlers shall be started at the beginning of occupant workday, when outside temperatures are above 65°F. Heating will not provided.

Air handler shut down time is_____minutes before the end of a normal workday for building occupants*.

Setback heating temperature of 55°F shall be maintained for nights, weekends, and holidays.

Setback times shall be at the end of the workday for building occupants, and continue until start up time for the next day.

Boilers

Enabled 24 hours per day, 7 days per week; disabled whenever outside air temperature exceeds 70 degrees F except when supporting a special use area approved by the GSA Building Manager.

Boilers shall be staged so that the most efficient boiler will be operated first, additional boilers will be staged to meet increased heating demand.

Lead boiler shall start when (steam pressure /hot water temperature) drops below _____ (psi/degrees) and modulate to maintain_____psi/degrees

Boilers will shut off at_____psi / degrees

Hydrostatic systems, shall maintain temperatures that will adequately provide heat for the facility.

Secondary hot water loops shall maintain a return temperature of_____°F and modulate a three-way valve in the primary loop to maintain return temperature.

Secondary hot water pump shall be equipped with a variable speed motor controlled by variations in pressure differential between supply and return water.

Reset ratio for the heating system with respect to changes of outside temperatures will be ____ for the building or zone.

* These guidelines may be changed based on the actual time requirements to bring the building to its operating temperature and energy efficiency.

COOLING SEASON

Air Handlers

When outside temperatures are between 75ºF and 82ºF and between 60% and 75% humidity, air handler start up time shall be_____hours before building occupant's workday begins

When outside temperature is above 83ºF and 77% humidity, air handler start up time shall be ____ hours before building occupant's workday begins.

When the outside temperature is below 74ºF and below 59% percent humidity, air handler start up time shall be_____minutes/hours shall be coordinated with Building Occupant Hours.

Air handler shutdown time, during the cooling season, for all temperatures is_____minutes before the end of building occupants workday.

Chillers

Enabled 24 hours per day, 7 days per week; disabled whenever outside air wet-bulb temperature is low enough to support free-cooling.

Chillers shall be staged, so that the most efficient chiller load shall be operated first, then additional chillers operated to meet increased cooling demand. All chillers that are not in service shall be secured from the common header.

Chillers shall be started minutes before building air handlers are started and secured thirty (30) minutes before air handlers are secured.

Chiller controls shall be set to maintain_____ºF chilled water when outside air temperatures are 100ºF and modulate to_____ºF when outside temperatures are 75ºF

* These guidelines may be changed based on the actual time requirements to bring the building to its operating temperature and energy efficiency.

Cooling Towers

Cooling towers associated with the chiller that is "in service", shall run controlled by thermostat to maintain a constant condenser water temperature of_____ºF at the chiller.

Sump heaters for each cooling tower shall be secured during the cooling season and be controlled by thermostats during the winter months if the associated chiller is in service.

Tower not in service shall be drained and all heaters secured.

Water make-up to the tower shall be protected by heat tapes to activate when the ambient temperature drops below 35ºF

All heat tape circuits shall be secured during the summer season

* These guidelines may be changed based on the actual time requirements to bring the building to its operating temperature and energy efficiency.

Operation & Maintenance Logs

An O&M log book shall be kept in the chief engineers office indicating what equipment is operational, what equipment is secured, for repair or preventative maintenance, and the

weather forecast along with current outside air temperature readings every two hours. The log book must be available at all times for GSA review.

- The log shall include temperature readings of all major equipment currently operating.
- The operator shall include comments pertaining to building operations during his tour of duty and note critical conditions in red ink.
- A separate logbook should be kept in the (boiler/chiller) room annotated with readings taken (per manufacturer specifications) every (two) hours.
- The logbook shall include a section for comments specific to the operation of the equipment, weather conditions, etc.
- All individuals, upon reporting for duty, are to read and initial the initial the logbook from the previous shift.

Mechanical Operating Plan

The Building Operating Plan shall be approved by the COR and shall include all equipment that consumes energy such as chillers, air handlers, pumps, exhaust fans, boilers, etc. The BOP shall utilize the WP5PMO approved format (attached spreadsheet containing operational information and equipment number, equipment location, equipment description, area served, and start-up and shutdown time, etc.), and shall include the equipment number, description, location, area serviced, rated horsepower, tonnage, input kw, as well as an operating schedule in relationship to the outside air conditions and any special instructions that pertain to that piece of equipment. There should be a set for summer operation, a separate set for winter operation and a third set for the times of the year that we can utilize "free cooling", i.e. Spring/Fall.

Emergency Plans and Procedures

Occupant Emergency Plan (OEP) is the responsibility of the lead agency and the O&M Contractor must comply with requirement of the Building Occupant Emergency Plan. The plan includes shelter in place locations; building evacuation routes and meeting places; bomb or bio-hazard conditions and system shutdown procedures; elevator emergency procedures; load curtailment plan, etc.

Tour Procedures

Guidelines for the tour mechanic should be included in the BOP.

- When tours are conducted
- What is performed on the tour
- Responsibilities of Contractor (Project Mgr., Chief Engineer, Tour Mechanic, etc.

- **Routine / Re-occurring Requirements of the Contractor**
- The BOP shall include a brief description and process / procedure for requirements addressed in the specifications / Scope of Work to include:
- Tenant requests
- Service calls
- Reimbursable Work Authorization (RWA)
- Responsibility for maintaining Maximo®
- Water Treatment

Utility Curtailment and Curtailment Plan

A copy of the building curtailment plan shall be included in the BOP for guidance and reference. The Contractor shall develop a plan using guidance from the service center. The curtailment plan shall be updated as necessary when there are changes. As a minimum the curtailment plan shall be reviewed and updated once a year prior to the summer season. The yearly plan must be approved by the GSA Building Manager and reviewed by WPYE. See C.17 Demand Response Program.

Preventive Maintenance Plan

Maintenance guide cards, manufacturer's suggested preventative maintenance requirements, GSA Preventative Maintenance Program, and Maximo® CMMS schedule and guidance. The performance of preventative maintenance shall be updated in the Computerized Maintenance Management System on a daily basis to include information on the maintenance itself and on actual labor times and materials. Preventative maintenance plan shall have a revision date.

The preventive maintenance plan shall be included with the Building Operation Plan, and updated accordingly when there are changes. As a minimum the preventative maintenance plan and the Building Operation Plan shall be reviewed and updated at least once a year (annually).

BUILDING OPERATING PLAN PART 2
WINTER PLAN GUIDANCE

- The goal is to have building temperatures in occupied space at 74 (+/- 2) degrees at the start of normal work hours and 74 (+/-) degrees at the end of the normal work hours. At the end of, or prior to, the end of normal work hours the building HVAC will be shut down. The exception shall be operation under RWA.
- Winter plan start-up and shut-down temperatures are determined by average seasonal temperatures and record highs/lows for the Washington DC area. Ref: www.weather.com
- Start times for equipment should be based upon outside conditions. The higher the temperature in the morning, the later you can start the building HVAC system, thus conserving energy.
- Shutdown temperatures outside will determine how early you can shutdown building HVAC equipment. The higher the outside temperature is, the earlier you can shut the HVAC equipment down and allow the building to "coast" to the end of normal work hours thus conserving energy.
- List all HVAC equipment operating during the winter season. Examples would be Unitary heating and cooling units, Air compressor, Boilers, Steam/hot water converters, A/C split system using chilled water coils, A/C package units, Computer room A/C, Window A/C, Heat pumps, Air handlers, Ceiling hung A/C, Centrifugal fans, Propeller fans, Chillers, Pumps, Drinking water chiller, Unit heaters (gas, hot water, electric, steam, oil. Your building may have other equipment not listed here.
- Do not start everything at once as it will cause a high load spike and could affect future energy rates for the building. Stagger equipment start up so that any equipment of 10hp or greater comes online every 5 minutes. Utilize your EMCS.
- Do not forget to list any plate heat exchanger(s) you may have in your building and the criteria for their operation. Usually the spring and fall offer opportunity for "free cooling" using plate heat exchanger(s). Develop a sequence of operations to take advantage of this energy saving system.
- Warehouse temperatures are not to exceed 55 degrees Fahrenheit in winter.

BUILDING OPERATING PLAN PART TWO
SUMMER PLAN GUIDANCE

- The goal is to have building temperatures in occupied space at 74 (+/- 2) degrees at the start of normal work hours and 74 (+/-) degrees at the end of the normal work hours. At the end of, or prior to the end of normal work hours the building HVAC will be shut down. The exception shall be operation under RWA.
- Summer plan start-up and shut-down temperatures are determined by average seasonal temperatures and record highs/lows for the Washington DC area. Ref: www.weather.com
- Start times for equipment should be based upon outside conditions. The lower the temperature in the morning, the later you can start the building HVAC system, thus conserving energy.
- Shutdown temperatures outside will determine how early you can shutdown building HVAC equipment. The lower the outside temperature is, the earlier you can shut the HVAC equipment down and allow the building to "coast" to the end of normal work hours thus conserving energy.
- Operators must always consider the outside dew point when starting or stopping building HVAC equipment. Usually people are comfortable with dew points below 68 degrees. Once dew points rise to 70 and above, it becomes oppressive to most people. A/C will be required in most cases where the dew point is 70 or above.
- List all HVAC equipment operating during the summer season. Examples would be Unitary heating and cooling units, Air compressor, A/C split system using chilled water coils, A/C package units, Computer room A/C, Window A/C, Heat pumps, Air handlers, Ceiling hung A/C, Cooling towers, Condensing units, Centrifugal fans, Propeller fans, Chillers, Pumps, Drinking water chiller. Do not list water fountains or domestic hot water heaters. Your building may have other HVAC equipment that is not listed here.
- Do not start everything at once as it will cause a high load spike and could affect future energy rates for the building. Stagger equipment start up so that any equipment of 10hp or greater comes online every 5 minutes. Utilize your EMCS.
- Do not forget to list any plate heat exchanger(s) you may have in your building and the criteria for their operation. Usually the spring and fall offer opportunity for "free cooling" using plate heat exchanger(s). Develop a sequence of operations to take advantage of this energy saving system.

Building Operating Plan (Equipment Operations)

Building Number _____
Address _____
Season _____

DATE _____
PAGE _____ OF _____

OPERATING EQUIPMENT							START - UP SCHED			SHUT - DOWN SCHED			SYS OP SCHED			SPECIAL
EQUIP. ID. NUM.	DESCRIPTION	LOCATION	AREA SERVICED	HP.	Tons	INPUT KW	NOR	HI	LOW	NOR	HI	LOW	M/F	S	S/H	INSTRUCT

EXHIBIT 11 - BUILDING AUTOMATION SYSTEMS

1. SCOPE OF WORK:

The Contractor is responsible for the operation, maintenance, and repair of the Government Owned Building Automation Systems (BAS) installed in the Buildings and Central Utility Plant. The BAS is currently controlling mechanical systems that provide the environmental interior temperatures and humidity required in the building. The Contractor may perform necessary functions to the BAS system(s) or have the required operation, maintenance, and repairs performed by a qualified subcontractor. However, regardless of how these critical services are performed, the Contractor shall ensure that all personnel involved in such performance of the BAS are qualified as defined in this exhibit.

A. The BAS is a computer-based system featuring a microprocessor that starts, stops, and monitors mechanical and electrical systems and their individual components throughout the building. (These systems are sometimes also referred to as Energy Management Control Systems (EMCS).)

2. OPERATION, MAINTENANCE, AND REPAIR: The Contractor shall perform all required preventive maintenance (PM) on the BAS system(s) and all peripheral components. The BAS is a composite of several pieces of individual components and each component requires operation and maintenance performance by the Contractor. This requirement also includes repairs as defined in Service Calls, and Exhibit 3.

A. PERSONNEL: All personnel provided by the Contractor, (including subcontractor personnel) designated to operate, maintain, and repair the BAS shall be qualified to perform such functions by having completed all of the following:

(1) A training course provided by the BAS manufacturer (or equal approved by the COR) that provided a certificate of completion that certifies the individual(s) that will be performing services on the BAS are fully qualified to perform.
(2) At least 3 years experience (within the last 4 years) with the BAS or similar BAS system(s).
(3) Computer programming experience with the BAS system(s) installed in the building.
(4) BAS training provided by other than the BAS manufacturer that is acceptable to the COR.

B. OPERATION OF THE BAS: On a continuous basis, the Contractor shall control the Building mechanical and electrical systems that are currently connected to the BAS system(s) and shall provide a trained person to operate the systems. At least one qualified BAS operator must be on site at all times. The BAS shall be operated from the contractor's office and used as a tool in conjunction with daily building tours to maintain the environmental temperatures and conditions in occupant workspace as defined in the Operational Requirements. The Contractor shall maintain environmental temperatures within the Building by performing adjustments to the BAS on a continuous basis. If, at any time, the BAS malfunctions or is inoperable, the Contractor

shall manually operate and control the Building mechanical and electrical systems to maintain the environmental temperatures as mentioned above.

Service call needs for the BAS will generally be detected and initiated by the Contractor, as the COR and others will not necessarily be aware that operational problems exist with the BAS. Additional operational requirements include the following:

(1) Completion of Repairs to the BAS as necessary, up to $2,500.00.
(2) Rendering response and corrective actions to service calls, when requested, or as required by operational deficiencies.
(3) Service call response shall be performed as an "Emergency" each time service is needed.
(4) Start, stop, and monitoring all building systems connected to the BAS.
(5) Monitoring and logging abnormal operational readings of functioning systems.
(6) Providing monthly written reports to the COR on system conditions, corrective actions taken, and repairs rendered to the BAS.
(7) Maintaining both the hardware and software for the BAS as defined by the BAS manufacturer as part of the PM program.
(8) Prepare periodic reports required to track building operational data, building energy consumption, and any other reports needed by the COR associated with building operational conditions.
(9) Monitor the automatic restart of the BAS computer and building equipment after power failures or other malfunctions affecting the operation.

C. EMERGENCY OR UNSCHEDULED SHUTDOWN OF THE BAS:

The Contractor shall provide whatever additional temporary personnel or subcontractor support necessary to maintain full and acceptable performance from all building systems during any BAS failure. This requirement shall become effective whenever the BAS becomes non-operational. During an emergency or unscheduled shutdown of the BAS, Contractor personnel assigned to the building shall maintain the environmental temperatures defined in "Operational Requirements" using manual adjustments to the building systems, and this shall remain in effect until the BAS is again fully functional.

EXHIBIT 12 –SAFETY AND HEALTH

GENERAL:

1. **APPLICABLE PUBLICATIONS:** The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

   A. Code of Federal Regulations (CFR):

   1. OSHA General Industry Safety and Health Standards (29 CFR 1910); OSHA Construction Industry Standards (29 CFR 1926). Single copies of these regulations are available from the local OSHA Area Office, and these documents are for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.

   2. National Emission Standards for Hazardous Air Pollutants (40 CFR, Part 61).

   3. Environment Protection Agency (EPA) Final Rule (40 CFR Part 761) dated July 17, 1985.

   B. Federal Standard 313: Material Safety Data Sheets, Preparation and the Submission of.

2. **WORK COVERED BY THIS SECTION**: This section is applicable to all work performed as part of this contract.
3. **DEFINITION OF HAZARDOUS MATERIALS:** Refer hazardous and toxic materials substances included in Subparts H and Z of 29 CFR 1919; and to others as defined in Federal Standards 313.

   A. Those most commonly encountered can include pesticides, cleaning agents, paints, adhesives, strippers, solvents, asbestos, polychlorinated biphenyl's (PCB's), explosives and radioactive material, but may include others.

   B. The most likely products to contain asbestos are sprayed-on fireproofing, insulation, boiler lagging, pipe covering and likely products to contain PCB's are transformers, capacitors, voltage regulators, fluorescent light ballast's and oil switches.

4. **QUALITY ASSURANCE:**

   A. SAFETY MEETING: Representatives of the Contractor shall meet with the COR prior to contract start for the purpose of reviewing the Contractor's safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he intends to take in order to control any unsafe or unhealthy conditions associated with the work. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's COR (PM) shall attend this meeting.

B. COMPLIANCE WITH REGULATIONS: All work, including contact with and handling of hazardous materials, the disturbance of dismantling of structures containing hazardous materials and/or the disposal of hazardous materials shall comply with the applicable requirements of 29 CFR 1926/1910 and 40 CFR 761. Work involving the disturbance, dismantling of asbestos or asbestos containing material; and/or the disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subparts A and M. All work shall comply with applicable state and municipal safety and health requirement. Where there is a conflict between applicable regulations, the most stringent shall apply.

C. CONTRACTOR RESPONSIBILITY:

(1) The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.

(2) Construction Contractors shall comply with the following additional requirements:

(a) Compliance with the accepted accident prevention plan written by the Contractor for the specific work, submitted to the Government, and reviewed by the CO. The Contractor's plan will be job specific and will include work to be performed by the subcontractors, and measures to be taken by the Contractor to control hazards associated with materials, services, or equipment provided by suppliers.

(b) Prior to beginning each major phase of work, an Activity Hazard Analysis (AHA) (phase plan) shall be prepared by the Contractor for that phase. The analysis will address the hazards for each activity performed in that phase and will present the procedures and safeguards necessary to eliminate the hazards or reduce the risk to an acceptable level.

A phase is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractors or work crew is to perform work. The analysis will be discussed by the Contractor and Government on-site representatives. Work will not proceed on that phase unit the Activity Hazards Analysis (phase plan) has been forward to the COR.

(c) Regularly scheduled safety meetings shall be held at least once a week for all supervisors on the project to review past activities to plan ahead for new or changed operations, and establish safe working procedures for anticipated hazards. An outline of each meeting shall be submitted to the COR.

(d) At least one safety meeting shall be conducted weekly by field supervisors or foreman for all workers. An outline report of the meeting giving date, time, attendance, subjects discussed and who conducted it shall be maintained and copies furnished to the designated authority on request.

5. SUBMITTALS:

THE BELOW SUBMITTALS ARE REQUIRED FOR THIS CONTRACT:

A. ACCIDENT REPORTING: Serious accidents such as those resulting in treatment of an injury at a medical facility; or damage to property other than that of the contractor will be reported to the Contracting Officer's Representative by telephone **within**

twenty-four hours of the occurrence. A copy of each accident report, which the Contractor or subcontractor submits to their insurance carriers, shall be forwarded through the Contracting Officer's Representative, no later than seven (7) calendar days after the day the accident occurred.

B. PERMITS: If hazardous materials are disposed of offsite, submit copies of permits from applicable, Federal, state, or municipal authorities and necessary certificates that the material has been disposed of as per regulations. Submit GSA Form 1755, Welding, Cutting, and Burning Permit when required.

C. SCAFFOLDINGS: All scaffolding that is erected on this job will be erected in accordance with the requirements of 29 CFR 1926.451. For scaffolding over two sections high, a scaffold erection plan will be developed by the Contractor, certified by an engineer and provided to the CO prior to set up. Once in place, the scaffold will be inspected prior to use, daily thereafter, and documented by Contractor's assigned safety officer. Scaffold anchor points will also be inspected prior to use, daily thereafter, and documented by contractors assigned safety officer. Weekly reports will be provided to the COR for inclusion in the contract record.

D. OTHER SUBMITTALS: Other submittals shall be required. One such submittal is a plan of action for all handling hazardous materials. The hazardous materials plan of action shall contain the following:

(1) Identification of possible hazards, problems, and proposed control mechanisms.
(2) Description of how applicable safety and health regulation and standards are to be met.
(3) Protection of public or others not related to the operation.
(4) Number, type, specialized training completed and experience of employees to be used for the work.
(5) Type of protective equipment and work procedure to be used.
(6) Material Safety Data Sheets (MSDS) of and procedures for using, disposing of, or storing the toxic/hazardous materials (See 29 CFR 1910.1200 also.)
(7) Emergency procedures for accidental spills or explosions.
(8) Interfacing and control of subcontractors, if any.
(9) Identifications of any required analyses test demonstrations and validation requirements.
(10) Methods of certification for compliance.

These additional submittals are required for all construction contracts:

E. ACCIDENT PREVENTION PLAN:

(1) Prior to commencements of work at a job site, acceptable accident prevention plan written by the Contractor for the specific work and will be reviewed by the CO. On contract operations, the Contractor's plan will be job specific and will include work to be performed by suppliers.
(2) The accident prevention plan shall provide for frequent and regularly scheduled safety inspections of the work sites, materials, and equipment by competent persons. A record of identified safety and health deficiencies and corrective measures taken shall be maintained at the site.

F. ACTIVITY HAZARD ANALYSIS: An Activity Hazard Analysis (AHA) shall be developed for each contract activity and operation occurring in each major phase of work. The Contractor shall develop the plan to identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to minimize or eliminate each hazard.

The AHA shall be job specific and shall address the following:

(1) Activity being performed (Identify major phase).
(2) Sequence of work.
(3) Hazards to be controlled in each activity.
(4) Material safety Data Sheets for Hazardous Materials.

G. CONTRACTOR'S ACCIDENT PREVENTION PLAN FORMAT: The following guidance is provided for the preparation of contractor accident prevention plans. Failure to provide the required information is likely to result in delayed project start-up or other appropriate action by the Contracting Officer. The accident prevention plan needs to address the following:

(1) Administration responsibilities for affecting the Accident Prevention Plan (identified and accountability Contractor personnel responsible for accident prevention.)
(2) Local requirements, if any, which must be complied with, i.e., noise control, traffic problems etc.
(3) Method the Contractor proposes to control and coordinate work of Subcontractors.
(4) Plans for layout of temporary construction buildings and facilities, including how Contractor plans to control those of Subcontractors.
(5) Plans for initial indoctrination, continued safety education, and training for the Contractors employees.
(6) Plans for traffic control and marking of hazards.
(7) Plans for maintaining continued job cleanup, safe ingress and egress.
(8) Plans for fire protection and dealing with emergencies (ambulance service, fires, etc.).
(9) Plans for inspection of the job sites by competent persons including reports to be kept, results of the inspections, and corrective actions taken.
(10) Procedures to be used for accident investigation.
(11) Details of fall protection systems.
(12) Description and sketch of temporary power distribution system.

H. CAUTIONARY PROCEDURES AT EXISTING VAULTS: On rare occasions, vault doors in existing buildings may be equipped with protective alarms and devices having tear gas attachments. Consult the Building manager to ascertain whether vault doors in areas under this contract are so equipped. It is unsafe for persons unfamiliar with such protective devices to tamper with or disturb them. If a vault door so equipped is to be removed, left open or reset, give the Contracting Officer's representative or the Building Manager of the building two weeks notice to arrange for disconnecting these protective devices.

PART 2 – PRODUCTS

A. **MATERIALS AND EQUIPMENT:** Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with the applicable regulations.

B. **HAZARDOUS MATERIALS:** The Contractor shall bring to the attention of the Contracting Officer any material suspected of being hazardous which he/she encounters during execution of the work. A determination will be made by the Contracting Officer as to whether the Contractor shall perform tests to determine if the material is hazardous which he/she encounters during execution of the work. A determination will be made by the Contracting Officer as to whether the Contractor shall perform tests to determine if the material is hazardous. If the Contracting Officer directs the Contractor to perform tests, and/or if the material is found hazardous and additional protective measures are needed, a contract change may be required, subject to applicable provisions of this contract.

PART 3 – EXECUTION

A. CONSTRUCTION STOP WORK ORDERS: When the Contractor or his/her subcontractors are notified by the Contracting Officer's representative(s) of any noncompliance with the provisions of the contract and the action(s) to be taken, the Contractor shall immediately, if so directed, or within 48 hours after receipt of a notice of violation correct the unsafe or unhealthy condition. If the Contractor fails to comply promptly, all or any part of the work performed may be stopped by the Contracting Officer or his/her representative(s) with a "Stop Work Order." When, in the opinion of the Contracting Officer or his/her representative(s), satisfactory corrective action has been taken to correct the unsafe and unhealthy condition, a start order will be given immediately. The Contractor shall not be allowed any extension of time or compensation for damages by reason of or in connection with such work stoppage.

B. **PROTECTION: THE FOLLOWING ARE PUBLIC PROTECTION REQUIREMENTS FOR ALL CONTRACTS*:***

1. ***CONTRACTOR RESPONSIBILITY:*** The Contractor shall take all necessary precautions to prevent injury to the public, building occupants, or damage to property of others. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Contractor or a subcontractor working under his/her direction.

2. **WELDING, CUTTING, AND BURNING:** GSA specifically requires permits for welding, cutting, and burning. These permits, GSA Form 1755, Welding, Cutting and Burning, shall be obtained each day by the GSA Buildings Manager or the Facility Manager for a delegated building whenever welding, cutting or any open flame work is performed. ("Delegated buildings" are those buildings for which the GSA buildings management functions have been delegated to a prime tenant agency.)

A. Work areas shall be kept clear of combustibles within a 25 foot radius of any open flame work. Combustibles which cannot be removed shall be covered with flame-resistant blankets,

B. Compressed gas cylinders shall be secured in a vertical position at all times. Valve protection caps shall be in a vertical position at all times. Valve protection caps shall be in place whenever cylinders are moved or stored.

Appropriate fire extinguishers shall be maintained at welding and cutting operations.

C. A designated fire watch shall sign and return the permit. The fire watch shall be on duty during operations for a sufficient time afterwards to ensure no possibility of fire exists.

C. STORAGE: Storing, positioning or use of equipment, tools, materials, scraps, and trash in a manner likely to present a hazard to the public or building occupants by its accidental shifting, ignition, or other hazardous qualities is prohibited. Storing of combustible or flammable liquids shall be in accordance with the current edition of the National Fire Protection Association Code for Flammable and Combustible Materials (NFPA 30).

D. *OBSTRUCTIONS:* No corridor, aisle, stairway, door, or exit shall be obstructed or used in such a manner as to encroach upon routes of ingress or egress utilized by the public or building occupant, or to present unsafe or unhealthy condition to the public or building occupant.

The following are public protection requirements for construction contracts:

A. Protection of the Public and Federal Employees: Work shall not be performed in any area occupied by the public or Federal employees unless specifically permitted by the contract or the Contracting Officer and unless adequate steps are taken for the protection of the public or Federal employees.

B. Fences & Barricades: Wherever practicable, the work area shall be fenced, barricaded, or otherwise blocked off from the public or building occupants to prevent unauthorized entry into the work area.

C. Alternate Precautions: When the nature of the work prevents isolation of the work area and the public or building occupants may be in or pass through, under or over the work area, alternate precautions such as the posting of signs, the use of signal persons, the erection of barricades or similar protection around particularly hazardous operations shall be used as appropriate.

D. Public Thoroughfare: When work is to be performed over a public thoroughfare such as a sidewalk, lobby, or corridor, the thoroughfare shall be closed, if possible or other precautions taken such as the installation of screens or barricades. When the exposure to falling objects exists, as during the erection of building walls or during demolition, special protection of the type detailed in 29 CFR 1910/1926 shall be provided.

E. Temporary Construction Barriers: Paragraphs 3.02.E through 3.02.G above specify the erection of construction barriers in specific situations. Temporary construction barriers, partitions which cover a hole in a rated fire wall, or separate the construction from public access and exit corridors shall be erected, floor-to-ceiling, wall-to-wall, and remain in place for the duration of the contract. The minimum construction standards for these temporary barriers shall be metal studs 16 inches in center, anchored top and bottom, and covered with a minimum of one layer of ½ inch gypsum wallboard.

F. Roof Work: During the performance of roofing work on low-pitch roofs, employees will be protected as required by the Occupational Safety and Health Administration (OSHA) standards contained in 29 CFR 1926.500, except that a safety monitoring system is not an allowable option when working within six feet from the roof edge. When working within six feet of the roof edge, railings complying with the OSHA standard will be erected at the roof edge, or motion-stopping safety systems will be used.

G. Fences and barricades shall be removed upon completion of the project, in accordance with local ordinance and to the satisfaction of the Contracting Officer or his/her representative(s).

EXHIBIT 13- QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

CONTRACT No. G S – P – 11 – 11 - MK- 0002

J.13- Introduction

This Quality Assurance Surveillance Plan (QASP) is designed to provide the General Services Administration (GSA) with an effective surveillance method of monitoring and evaluating the Contractor's performance under a Performance-Based Statement of Work (PBSOW) for operations and maintenance and related services.

In accordance to Federal Acquisition Regulation (FAR) Part 37.601, performance-based contracting methods are intended to ensure that the required performance quality levels are achieved and that the total payment is related to the degree that services performed or outcomes achieved meet contract standards. The role of the GSA is quality assurance by ensuring that the Contractors are achieving the performance quality levels required under the operations and maintenance and related services contracts and focusing on the Contractors' quality control programs. The GSA periodically validates the execution of the Contractors' quality control programs by reviewing such areas as the Contractors' inspection forms, service call logs, tenant reports, tenant satisfaction surveys, and the timeliness of corrective actions.

J.13.1 PURPOSE OF THE QASP

1. **The QASP is intended to accomplish the following:**

    a. Defines the roles and responsibilities of participating government officials;

    b. Identifies the performance objectives based upon the PBSOW in accordance with FAR Part 46.401(a) (1);

    c. Identifies the performance quality level standards in accordance with FAR Part 37.601(a) (2);

    d. Describes the methods of surveillance for the GSA to identifying quality levels in accordance with FAR Part 46.401(a) (2);

    e. Establishes a method to provide feedback to the Contractor regarding quality and timeliness of the service performance, i.e., copies of inspection forms, copies of tenant reports, data on tenant satisfaction scores;

    f. Establishes timeframes for communication and performance improvement if needed; and

    g. Establishes specified procedures for changes to the contract price when services are not performed or do not meet contract requirements in accordance to FAR Part 37.601(a) (3).

2. The Contractor has developed a Quality Control Plan (QCP) that establishes procedures and responsibilities for controlling the quality of work to be performed. The Contractor is responsible for the implementation of the QCP.

J.13.2 ROLES AND RESPONSIBILITIES OF GOVERNMENT OFFICIALS

The following government officials will participate in assessing the quality of the Contractor's performance. Their roles and responsibilities are described as follows:

1. _____ or person designated by the CO will serve as the Contracting Officer Representative (COR). The COR is responsible for monitoring, assessing, recording and reporting on the performance of the Contractor. The COR shall have the primary responsibility for completing forms that will be used to evaluate the Contractor's performance.

2. _____ or person designated as the Contracting Officer (CO) will have overall responsibility for overseeing the Contractor's performance. The CO shall be responsible for the monitoring of the Contractor's performance in the areas of contract compliance, contract administration, reviewing of COR's assessments of Contractor performance and resolving any discrepancies that may arise between the parties involved.

3. No Government employees, except CO/COR, are authorized to exercise either direct or indirect supervision over, or provide directions to the contractor's employees.

J.13.3 TYPES OF WORK TO BE PERFORMED

1. The Contractor shall provide the following operations, maintenance, and related services:

a. Equipment Inventory
b. Building Operating Plan
c. Service Call desk
d. Building Systems Preventive Maintenance
e. Electrical System Operations and Maintenance
f. HVAC System Operations and Maintenance
g. Plumbing System Operations and Maintenance
h. Building Systems Repair
i. Alarm and Control Systems Operations and Maintenance
j. Water treatment
k. Architectural and Structural Systems Maintenance
l. Safety, Fire Protection, and Environmental Management
m. Maintenance and Repair of Vertical Transportation Systems

J.13.4 METHODS OF SURVEILLANCE

The method of surveillance is based on the performance criteria of the contract terms and specifications. Each requirement will describe the tasks to be performed and the standard for successful performance. The GSA intends to monitor and evaluate the Contractor's performance using the following four (4) surveillance methods:

1. **Periodic Surveillance Inspections:** This method consists of the surveillance of tasks selected on other than a 100 percent or random basis. The COR will evaluate the Contractors reports, surveys, etc. on a weekly, biweekly, monthly or quarterly basis.
2. **Tenant Interviews:** All tenant concerns received through the COR will be documented and evaluated on a planned schedule developed by the COR. This method may help the COR focus on areas that may require further action from the CO.

3. **Service Call Documentation:** This method of surveillance will provide information to the COR such as, identification of the types of service calls received, the frequencies, the corrective action taken, timeliness of completion, and any other pertinent data. At a minimum, this method should be performed on a monthly basis.
4. **Tenant Satisfaction Surveys:** The Gallup Organization conducts surveys for the GSA of tenants in government-owned and leased buildings. These surveys gather important data in many areas, including specific categories pertaining to the operation, maintenance and cleanliness of GSA's buildings. The surveys address the operation, comfort and condition of the buildings. The surveys provide the COR with satisfaction scores that can be further evaluated to determine if there are any weaknesses within the various programs. There are various measures that can be taken such as, reviewing of the survey's comments, obtaining further feedback from the tenants or sharing of the scores with the Contractor to establish a plan of action.

QASP STANDARDS

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
SECTION C Contractor shall conduct efficient operations, maintenance, and repair of building equipment and systems	Electrical Systems and Equipment	Electrical systems and equipment are operated, maintained, and sustained in operational condition throughout the course of the contract	The Government will evaluate performance based on tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
	Mechanical Systems and Equipment	Mechanical systems and equipment are operated, maintained, and sustained in operational condition throughout the course of the contract	
	Fire Protection Systems and Equipment	Fire Protection systems and equipment are operated, maintained, and sustained in operational condition throughout the course of the contract	
	Controls Systems that automate and control all systems within the scope of this contract	Controls systems and equipment are operated, maintained, and sustained in operational condition throughout the course of the contract	
SECTION C Contractor shall	Architectural and Structural systems, fixtures, structures	Architectural and structural systems, and	The Government will evaluate

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
conduct efficient operations, maintenance, and repair of building equipment and systems	and equipment on site (to the property line)	fixtures are operated, maintained, and sustained in operational condition throughout the course of the contract	performance based on tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
	Service Call Desk Operations	Service Call Function is responsive to customer needs	
	Service Call Record Keeping using the computerized maintenance management system (CMMS)	Maintenance records are accurate and current and are properly populated within the CMMS to document historical maintenance efforts during the life cycle of the facility	
	Maintenance and repair of Landscape Irrigation Systems	Landscape irrigation systems are maintained in operational condition	
	Mechanical Equipment for window washing (wall glider, tracks, and associated equipment)	Mechanical equipment for window washing is maintained in safe operational condition	
	Locks, keycard systems, static and dynamic bollard systems	Lock, keycard, and bollard systems are maintained in operational condition	

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
SECTION C Contractor shall conduct efficient operations, maintenance, and repair of building equipment and systems			The Government will evaluate performance based on tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
SECTION C Contractor shall conduct efficient operations, maintenance, and repair of building equipment and systems			The Government will evaluate performance based on tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
SECTION C Contractor shall conduct efficient operations, maintenance, and repair of building equipment and systems			The Government will evaluate performance based on tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
SECTION C Contractor shall conduct efficient operations, maintenance, and repair of building equipment and systems			The Government will evaluate performance based on tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.
SECTION C Contractor shall conduct efficient operations, maintenance, and repair of building equipment and systems			The Government will evaluate performance based on tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call

Performance-based Task	Services to be inspected	Standard for successful performance	Quality Assurance Surveillance Method
			documentation.
SECTION C Contractor shall conduct efficient operations, maintenance, and repair of building equipment and systems			The Government will evaluate performance based on tenant satisfaction, surveys, tenant interviews, periodic inspections, and service call documentation.

J.13.5 QUALITY ASSURANCE FORMS AND REPORTS

Inspection Form: The GSA-3423 or equivalent forms will be used to document and evaluate the Contractor's performance. The COR will judge each event in accordance with the performance standards and performance requirements stated in the PBSOW. All tasks that are considered to have unacceptable performance shall be substantiated and documented on the GSA-3423 form or equivalent. The form will be completed and submitted to the Contractor within 24 hours. The Contractor shall return the GSA-3423 form or equivalent identifying the corrective action taken within time allotted by the COR.

Inspection of Services Clause: If the Contractor does not meet the performance requirements, FAR Part 52.246-4, paragraphs (e) and (f), Inspection of Service-Fixed-Price states, **"**(e)…the services do not conform with contract requirements, the Government may require the Contractor to re-perform services again in conformity with contract requirements, at no increase in contract amount. When the

defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract performance; (2) to reduce the contract price to reflect the reduced value of the services preformed; and (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance and conformity with contract requirements, the Government may (1) by contract or otherwise perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or (2) terminate the contract for default or cause".

J.13.6 ANALYSIS OF SURVEILLANCE RESULTS

Monthly CO Report: At the end of each month the COR will summarize the overall results of the Contractor's performance for the previous month and send to the CO. If appropriate, the CO may investigate the event(s) further to determine if all the facts and circumstances surrounding the event(s) are accurate. The CO may discuss with the Contractor an event or trend that indicates unacceptable performance.

J.13.7 GSA Form 3423 – MECHANICAL CONTRACT INSPECTION REPORT

This form shall be filled out and submitted to the contractor when deficiencies are found during the COR's inspections.

Please note the Form 1897 referenced in the Form 3423 has been replaced by a CMMS Work Order request.

A copy of the Form 3423 is attached as an appendix .

J.13.8 QUALITY DEFICIENCY NOTICE

This form shall be filled out and submitted to the contractor when deficiencies are found during the COR's inspections.

QUALITY DEFICIENCY NOTICE

NAME OF CONTRACTOR
CONTRACTOR ADDRESS
XXXX O&M Services
333 Smith St. Ste. 201
Anytown , CA 94102

CONTRACT NO. **GS-09P-06-KSD-0000**

A deficiency exists in your quality control system. The nature of the deficiency is

Continuous findings on 3rd floor men's restroom (M) 3-5171- Toilet base cracked and leaking water onto floor. Toilet bowl needs to be replaced.

Immediate action is required to correct the deficiency and the condition that caused it. Failure to take acceptable corrective action on time may result in termination of your right to proceed with this contract.

Please provide a written response of corrective action taken to the COR within _____ workdays after receiving this notice.

OAS NAME AND SIGNATURE ADDRESS DATE	
COR	**450 Golden Gate Ave., Ste #7 11/5/06** **San Francisco, CA 94102**

RECEIPT ACKNOWLEDGED CERTIFIED RECEIPT NO.

EVALUATION OF CORRECTION ACTION

□ Corrective action verified and found acceptable

□ Corrective action not acceptable and /or not implemented (Explain below)

This matter is being referred to the Contracting Officer for action. Direct further correspondence on this matter to the CO.

QAS SIGNATURE	DATE
RECEIPT ACKNOLEDGED	DATE

J.13.9 QASP Monthly Inspection report

BUILDING NAME & LOCATION: Phillip Burton Federal Building & US Courthouse
CONTRACT NO.:_____GS-09P-06-KSD-0000__
CONTRACTOR NAME:____XXX O&M Service____

Please report all deficiencies found during the previous month inspection(s). Attach copies of all **GSA 3539 Forms** submitted to the contractor with this form. If there were no deficiencies, please submit this form indicating there were no deficiencies reported for the month. This form will become a part of the official QA documentation.

DEFIENCIES & CORRECTIVE ACTIONS	COMMENTS
Documented on the Contract Operations and Maintenance Inspection Reports	**All deficiencies minor, corrected by the contractor**

COR
Signature:_____COR___ Date:_____11/30/06_____

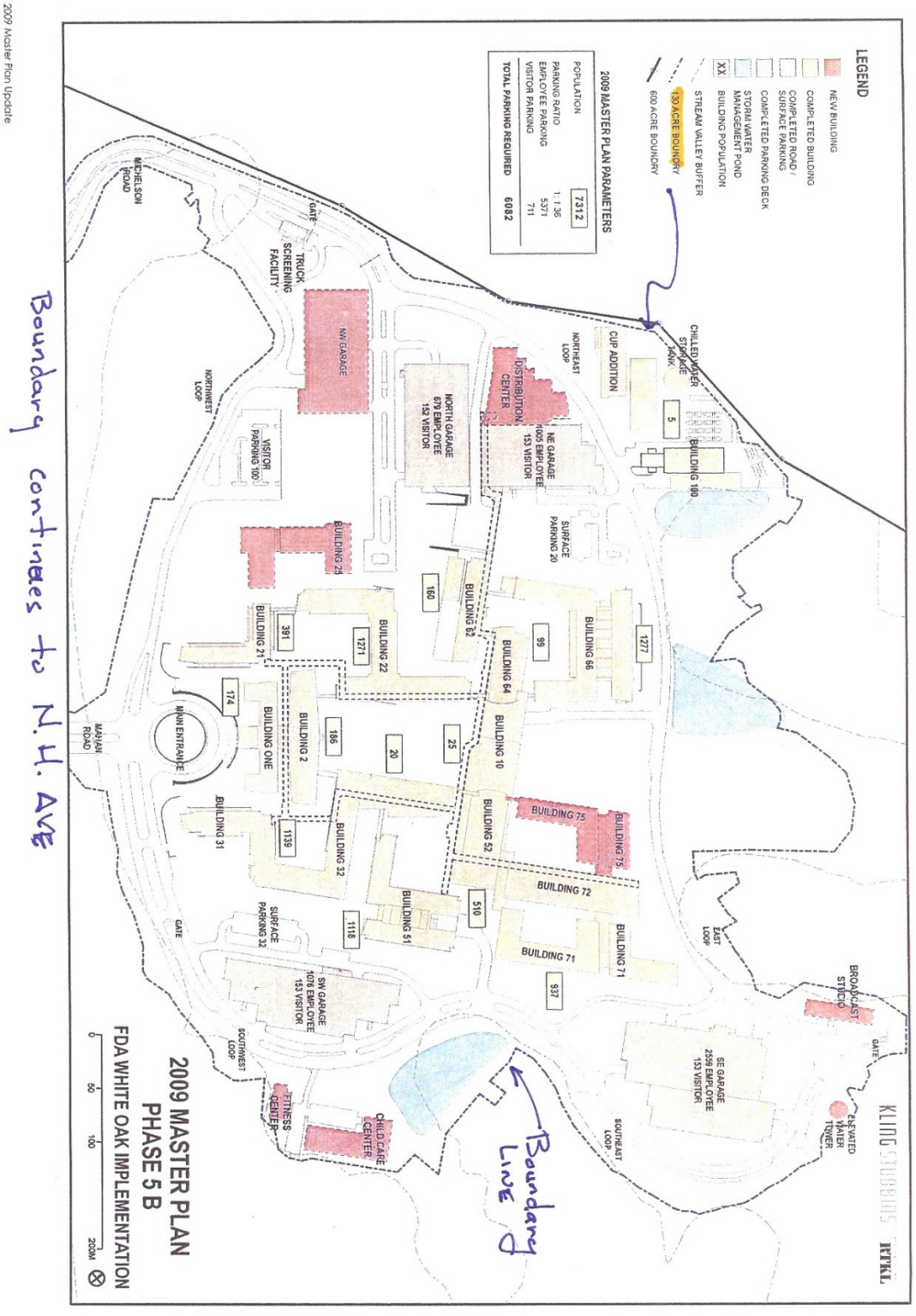
J.13.10 COR Checklist for Inspections

	Operations and Maintenance Services	COMMENTS
	Submittals: -a list of names and telephone numbers of on-site supervisors -security clearance documentation (current & new employees) - work schedules - floor maintenance schedules - MSDS documentation - initial IPM inspection report	
	Quality Control Plan (QCP) - employee award incentive program - description of training programs - description of disciplinary procedures - description of contingency plan for separation of employees	
	Inspection Reports	
	Service Call Logs	
	Tenant Reports	
	Integrated Pest Management (IPM) Quarterly Reports	
	Recycling Reports	

NOTE: This checklist does NOT represent an all-inclusive list of items that may be reviewed during an inspection. It is provide ONLY as guidance for the COR.

EXHIBIT 14-BOUNDARY MAP

(Approximate and subject to vary).



K. INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS/OFFERERS

This is not applicable to this O&M specification herein and shall be part of the solicitation from the Procuring Contracting Office (PCO).

L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This is not applicable to this O&M specification herein and shall be part of the solicitation from the Procuring Contracting Office (PCO).

M. EVALUATION FACTORS FOR AWARD

This is not applicable to this O&M specification herein and shall be part of the solicitation from the Procuring Contracting Office (PCO).

Service Level Agreement – Under $2500 Threshold for O&M

Key metrics for Service Call Response and Completion

Priority code	Priority	Responded	Outside Normal Working Hours (6pm – 6am)	Completed	Honeywell Repair
1	Emergency 911	911 calls: immediate			
2	Emergency	• Immediately (10 mins)	• 15 mins	• Immediately	• Immediately
3	Urgent	• 30 min	• NA	• 1 day	• 1- 3 days*
4	Routine	• 2 hours	• NA	• 1 day	• 1-5 days*

- FDA/SERVICE NOW ensures Emergency Priorities 1 & 2 are assigned appropriately
- FDA/SERVICE NOW places a phone call to O&M contractor for all Priority 1 or 2 tickets with a follow up group email alert
- O&M Contractor contact list attached for call list during the day and after hours
- If a customer requests a service NOT be completed when a technician shows up, the ticket will be moved to a Priority 5 status category for SLA tracking purposes (O&M contractor must put the customer name and date requested on the ticket)
- *Performance Expectation – Will meet agreed upon SLA times 95% of the time based on a monthly average for each priority*

*If Honeywell has to order a unique, specialized part or obtain specialized services, HW will contact the COR with the date such part or service is ordered and the due date. Upon receipt of part or service, HW will complete the repair within 24 hours.

September 18, 2018

Proposed SLA Definitions – O&M

Priority codes allow service providers to vary responsiveness depending on need

	Definition
1 **Emergency 911**	▪ Immediate danger to heath and safety of FRC White Oak Employees (examples: fire, active shooter, medical emergency, elevator entrapment). ▪ Call 911 immediately.
2 **Emergency**	▪ Facility or equipment-related problems that constitute an immediate danger to employees, health of animals, or that threaten to damage facilities, equipment, or the environment. (Examples: all lab and animal facility calls, elevator entrapment, flooding, conference room temperature)
3 **Urgent**	▪ Facility or equipment-related problems that adversely impact the comfort and usability of the facility by either impacting a common area affecting numerous tenants, or by creating unsuitable working conditions for a single tenant. (Examples: electrical circuits, essential lighting impacting work or safety, office hot/cold calls)
4 **Routine**	▪ Facility or equipment-related problems not covered above (Examples: non essential lighting bulb replacement, planned work, cosmetic work, signage)

Key metrics allow for effective service throughout the request lifecycle (beginning to end)

	Definition
Responded	▪ Elapsed time between customer contact with GSA at WhiteOak.gov mailbox and the time the technician will be at the requested location (Phone call first for Priority 1 & 2)
Completed	▪ Elapsed time between customer contact with the GSA at WhiteOak.gov mailbox and the actual finish date stamp
Honeywell Repair	▪ Any service call under $2500k requiring specialized services or parts not available on site after initial response to the service call